

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566964

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Motor Vehicle Software Corporation		03/11/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Westriver Innovation Lending Fund VIII, L.P.		
Street Address:	920 5th Aveune, Suite 3450		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3429943	DMVDESK	
Registration Number:	4567105	REGISTRATION STATION	
Registration Number:	5409187	AUTO EFILE	
Registration Number:	5271701	VITU	
Registration Number:	5256692	DMVDESK	
Registration Number:	5256691	RMP	
Registration Number:	5042994	VITU	
Registration Number:	4948852	DEMAND MORE. MVSC MOTOR VEHICLE SOFTWARE	
Registration Number:	4905631	MVSC	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	619-699-2700		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		

CH \$240.00 3429943

SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	03/13/2020
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE GUARANTEES,
LIENS AND SECURITY INTERESTS GRANTED TO THE ADMINISTRATIVE AGENT
PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY
THE ADMINISTRATIVE AGENT HEREUNDER IS SUBJECT TO THE PROVISIONS OF THE
SVB INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE
TERMS OF THE SVB INTERCREDITOR AGREEMENT AND THE TERMS OF THIS
AGREEMENT, THE TERMS OF THE SVB INTERCREDITOR AGREEMENT SHALL
GOVERN AND CONTROL**

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of March 11, 2020, is entered into by and between **MOTOR VEHICLE SOFTWARE CORPORATION**, a California corporation (the “Grantor”), and **WESTRIVER INNOVATION LENDING FUND VIII, L.P.** (the “Assignee”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Guarantee and Collateral Agreement”), among the Assignee, the Grantor and certain other parties, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), between, among others, the Grantor, the Assignee, certain other parties and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired or arising and wherever located by the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof; provided however, no United States intent-to-use trademark or service mark application shall be deemed a “Trademark” to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under law (including where a statement of use has not been filed with, and accepted by, the United Patent and Trademark Office).

(b) As of the date hereof, Schedule A hereto contains a true and accurate list of all of the federally registered United States Trademark registrations and applications for the registration of United States federal Trademarks (excluding Internet domain names) owned by the Grantor as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. Subject to the terms and conditions of the Credit Agreement and Guarantee and Collateral Agreement, the Grantor additionally agrees to execute any additional instruments and take such further action as the Assignee reasonably deems necessary to perfect, protect, ensure the priority of or continue the Assignee's Lien on any Trademarks owned or subsequently acquired by the Grantor that constitute Collateral or to effect the purposes of this Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

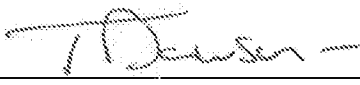
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

WESTRIVER INNOVATION LENDING FUND VIII, L.P.,
as Administrative Agent

By: 
Name: Trent Dawson
Title: CFO

Address of Assignee:

WESTRIVER INNOVATION LENDING FUND VIII, L.P.
c/o WestRiver Management, LLC
920 5th Avenue, Floor 34, Suite 3450
Seattle, WA 98104
Attn: Doug Hollenbeck / Harper Ellison
Email: doug@wrg.vc; Harper@wrg.vc; and
WRGDebtReporting@wrg.vc

GRANTOR:

MOTOR VEHICLE SOFTWARE CORPORATION

By: 

Name: Kelly Kimball

Title: Executive Chairman

Mailing address:

29901 Avenida Rd
Menlo Park, CA 94029

Attn:

Facsimile No.:

Email:

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006890 FRAME: 0881

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Motor Vehicle Software Corporation	USPTO	3429943	May 20, 2008	July 23, 2007	Motor Vehicle Software Corporation	DMVDESK
Motor Vehicle Software Corporation	USPTO	4567105	July 15, 2014	October 30, 2013	Motor Vehicle Software Corporation	REGISTRATION STATION
Motor Vehicle Software Corporation	USPTO	5409187	February 20, 2018	December 2, 2015	Motor Vehicle Software Corporation	AUTO EFILE
Motor Vehicle Software Corporation	USPTO	5271701	August 22, 2017	June 19, 2015	Motor Vehicle Software Corporation	VITU
Motor Vehicle Software Corporation	USPTO	5256692	August 1, 2017	February 10, 2015	Motor Vehicle Software Corporation	DMVDESK
Motor Vehicle Software Corporation	USPTO	5256691	August 1, 2017	February 10, 2015	Motor Vehicle Software Corporation	RMP
Motor Vehicle Software Corporation	USPTO	5042994	September 13, 2016	June 19, 2015	Motor Vehicle Software Corporation	VITU
Motor Vehicle Software Corporation	USPTO	4948852	May 3, 2016	January 13, 2014	Motor Vehicle Software Corporation	DEMAND MORE. MVSC MOTOR VEHICLE SOFTWARE CORPORATION
Motor Vehicle Software Corporation	USPTO	4905631	February 23, 2016	January 13, 2014	Motor Vehicle Software Corporation	MVSC