

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM568174

|   |   |                         |  |
|---|---|-------------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                    |                         |  |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                                 |                         |  |
| <b>CONVEYING PARTY DATA</b>   |   |                         |  |
| <b>Name</b>   | <b>Formerly</b>                                   | <b>Execution Date</b>   | <b>Entity Type</b>                     |
| Trader TN Holdings, LLC   |   | 03/12/2020              | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                         |  |
| <b>Name:</b>  | Owl Rock Capital Corporation, as collateral agent |                         |  |
| <b>Street Address:</b>  | 245 Park Avenue, 41st Floor                       |                         |  |
| <b>City:</b>  | New York  |                         |  |
| <b>State/Country:</b>   | NEW YORK  |                         |  |
| <b>Postal Code:</b>   | 10167   |                         |  |
| <b>Entity Type:</b>   | Corporation: MARYLAND                             |                         |  |
| <b>PROPERTY NUMBERS Total: 5</b>  |   |                         |  |
| <b>Property Type</b>  | <b>Number</b>                                     | <b>Word Mark</b>        |  |
| <b>Registration Number:</b>   | 4670113   | TRADEQUIP INTERNATIONAL |  |
| <b>Registration Number:</b>   | 4677717   | TRADEQUIP INTERNATIONAL |  |
| <b>Registration Number:</b>   | 3295643   | NEXTTRUCK               |  |
| <b>Registration Number:</b>   | 2017220   | TRADE-A-PLANE           |  |
| <b>Registration Number:</b>   | 545694  | ROCK & DIRT             |  |
| <b>CORRESPONDENCE DATA</b>  |   |                         |  |
| <b>Fax Number:</b>  | 2028357586  |                         |  |
| <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> |   |                         |  |
| <b>Phone:</b>   | 202-835-7500                                      |                         |  |
| <b>Email:</b>   | dcip@milbank.com                                  |                         |  |
| <b>Correspondent Name:</b>  | Javier J. Ramos                                   |                         |  |
| <b>Address Line 1:</b>  | 1850 K Street, NW, Suite 1100                     |                         |  |
| <b>Address Line 2:</b>  | Milbank, LLP                                      |                         |  |
| <b>Address Line 4:</b>  | Washington, D.C. 20006                            |                         |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 42845.01200                                       |                         |  |
| <b>NAME OF SUBMITTER:</b>   | Javier J. Ramos                                   |                         |  |
| <b>SIGNATURE:</b>   | /Javier J. Ramos/                                 |                         |  |
| <b>DATE SIGNED:</b>   | 03/20/2020  |                         |  |

CH \$140.00 4670113

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement"), dated as of March 12, 2020, is made by the entity listed as Grantor on the signature pages hereto (the "Grantor"), in favor of Owl Rock Capital Corporation, in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (in such capacity, the "Agent"). Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of June 15, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Trader Interactive, LLC, a Florida limited liability company (the "Borrower"), Open Road Holdings, LLC, a Delaware limited liability company ("Holdings"), the Subsidiary Parties from time to time party thereto (the foregoing, collectively, the "Grantors") and the Agent, in order to secure payments of certain Secured Obligations (as defined in the Credit Agreement (as such term is defined in the Security Agreement)), the Grantor has assigned, pledged and granted to the Agent a continuing security interest in and to all of its Intellectual Property, including certain Licenses to the same and excluding any Excluded Assets. Until the Termination Date (as defined in the Credit Agreement), the Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement.

NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, a lien on and security interest in, all of its right, title and interest in, to and under the following, for the ratable benefit of the Secured Parties, in each case whether now owned or hereafter acquired by the Grantor, wherever located, and whether now or hereafter existing or arising (the "Pledged Intellectual Property"):

- (i) all Trademarks, including, without limitation, the Trademarks set forth in Schedule I hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby;
- (ii) all Patents, including, without limitation, the Patents set forth in Schedule II hereto;
- (iii) all Copyrights, including, without limitation, the Copyrights set forth in Schedule III hereto;
- (iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing; and
- (v) all Proceeds of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Pledged Intellectual Property," shall not include any Excluded Assets (as defined in the Security Agreement).

SECTION 2. Security for Obligations. The grant of a security interest in the Pledged Intellectual Property by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time).

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Pledged Intellectual Property are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to conflict of law principles thereof that would result in the application of any other law.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor listed below has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRADER TN HOLDINGS, LLC,  
as Grantor

By: Charles Goodwyn  
Name: Charles Goodwyn  
Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006896 FRAME: 0954**


ACCEPTED AND ACKNOWLEDGED BY:

OWL ROCK CAPITAL CORPORATION,  
as Agent

By: \_\_\_\_\_

Name:

Title:



Alexis Maged  
Authorized Signatory

**Schedule I  
Trademarks**

*U.S. Trademark Registrations*

1. Registrations

| No. | TITLE                   | Reg. No. | Issue Date         | App. No. | Filing Date       | Owner                   |
|-----|-------------------------|----------|--------------------|----------|-------------------|-------------------------|
| 1.  | Tradequip International | 4670113  | January 13, 2015   | 86206442 | February 27, 2014 | Trader TN Holdings, LLC |
| 2.  | Tradequip International | 4677717  | January 27, 2015   | 86206540 | February 27, 2014 | Trader TN Holdings, LLC |
| 3.  | NextTruck               | 3295643  | September 18, 2007 | 78882874 | May 12, 2006      | Trader TN Holdings, LLC |
| 4.  | Trade-A-Plane           | 2017220  | November 19, 1996  | 74711101 | August 4, 1995    | Trader TN Holdings, LLC |
| 5.  | Rock & Dirt             | 545694   | July 24, 1951      | 71601215 | July 25, 1950     | Trader TN Holdings, LLC |

2. Applications

None.

**Schedule II**  
**Patents**

*United States Patents*

1. Issued Patents

None.

2. Applications

None.



**Schedule III**  
**Copyrights**

*United States Copyright Registrations*

1. Registrations

None.

2. Applications

None.