

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMBARQUE HOLDINGS, INC.		03/26/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ACF FINCO I LP		
Street Address:	560 White Plains Road		
Internal Address:	4th Floor		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87545002	EMBARQUE 10&2	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	404-443-5647		
Email:	cfraser@mcguirewoods.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1230 Peachtree Street NE		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2066234.0022 - Carey		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	04/10/2020		
Total Attachments: 14			
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TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

This TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT (this “*Agreement*”), dated as of March 26, 2020 is made between EMBARQUE HOLDINGS, INC., a corporation organized under the laws of the State of Delaware (“*Assignor*”) and ACF FINCO I LP, a Delaware limited partnership with a place of business at 560 White Plains Road, 4th Floor, Tarrytown, New York 10591 (“*Lender*”).

RECITALS:

WHEREAS, Carey Holdings, Inc., a corporation organized under the laws of the State of Delaware (“*Parent*”), its Subsidiaries party thereto (together with Parent, collectively, the “*Loan Parties*” and each, individually, a “*Loan Party*”) have executed and delivered to Lender a Loan and Security Agreement dated as of November 23, 2016 (the “*Obligation Agreement*”), and other agreements, documents and instruments contemplated by the transactions contained in the Obligation Agreement. The Obligation Agreement, together with all agreements, documents and instruments executed and/or delivered to Lender by any person in connection therewith, as the same may be amended, restated, extended, replaced or otherwise modified from time to time, shall be referred to collectively as the “*Loan Documents*”. Pursuant to the terms of the Obligation Agreement, Assignor is liable for the payment and performance of the “*Obligations*” (as such term is defined in the Obligation Agreement) as further described therein. Pursuant to the terms of this Agreement, Assignor is granting to Lender a security interest in and to the “*Trademark Collateral*” (as defined below) in order to secure repayment of Obligations pursuant to the Obligation Agreement.

AGREEMENT:

SECTION 1. Definitions. Unless defined in the introductory paragraph, above, in the Recitals, above, in the body of this Agreement, or in the Exhibits or other Schedules hereto, capitalized terms have the meanings given to such terms in the Loan Documents. Each term defined in the singular shall be interpreted in a collective manner when used in the plural, and each term defined in the plural shall be interpreted in an individual manner when used in the singular.

SECTION 2. Grant of Assignment and Security Interest. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure the prompt payment and performance of all of the Obligations to Lender, Assignor does hereby assign to Lender, and mortgage, pledge and hypothecate to Lender, and grant to Lender for its benefit, first priority liens and security interests in and to, all of the following property, whether now owned or hereafter acquired or existing by Assignor (the “*Trademark Collateral*”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing anywhere in the world or hereafter adopted or acquired throughout the world, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including each registered trademark and trademark application referred to in Exhibit A attached hereto;

(b) all extensions, renewals and reexaminations of any of the items described in paragraph (a), immediately above;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, paragraphs (a) and (b), above;

(d) all trademark licenses, including each trademark license; and

(e) all proceeds of, and rights associated with, all of the foregoing (including license royalties and proceeds of infringement suits), all claims and rights of Assignor to sue third parties for past, present or future infringement or dilution of any trademark or trademark application, including any trademark or trademark application referred to in Exhibit A attached hereto, or for any injury to the goodwill associated with the use of any such trademark, and for breach or enforcement of any trademark license, including any trademark license, and all rights corresponding thereto throughout the world.

The security interests and rights, powers, remedies and privileges granted to Lender hereby have been granted as a supplement to, and not in limitation of, the security interests and rights, powers, remedies and privileges granted to Lender for its benefit under the other Loan Documents. The Loan Documents (and all rights, powers, remedies and privileges of Lender thereunder) shall remain in full force and effect in accordance with their terms notwithstanding Assignor's execution, delivery or performance of this Agreement. Assignor acknowledges and agrees that Trademark Collateral securing any purchase money security interest in favor of Lender also secures all non-purchase money security interests in favor of Lender.

SECTION 3. Representations and Warranties; Covenants. Assignor represents, warrants and covenant to Lender, and shall be deemed to continually do so, as long as this Agreement shall remain in force, that:

(a) Validity and Enforceability. The execution, delivery and performance of this Agreement, and the creation of all security interests, pledges, liens, charges, mortgages or other encumbrances in favor of Lender pursuant to this Agreement are within Assignor's organizational power, and have been duly authorized by all necessary or proper actions of or pertaining to Assignor (including the consent of directors, officers, managers, partners, shareholders and/or members, as applicable);

(b) Title to Trademark Collateral. Assignor has good and marketable title to the Trademark Collateral as sole owner thereof. There are no existing liens on or other security interests in or to any Trademark Collateral, except for liens and security interests in favor of Lender, and security interests of third parties permitted pursuant to Section 8.6 of the Obligation Agreement;

(c) No Violation or Restrictions. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the performance of or compliance with the provisions of this Agreement, will (i) conflict with or result in a breach of any of the terms, covenants, conditions or provisions of Assignor's Charter Documents, any indenture, judgment or order to which Assignor is a party or by which Assignor or the Trademark Collateral is bound, or will constitute a default under any of the foregoing, or (ii) result in the creation or imposition of any lien, security interest, charge, mortgage or other encumbrances of any nature whatsoever in, to or on the Trademark Collateral other than in favor of Lender, (iii) violate any order, writ, judgment, injunction, or decree of any court of competent jurisdiction binding on Assignor or its property, or any provision of applicable law, or (iv) require the consent or approval of any Governmental Unit that has not been obtained, and each such consent or approval obtained by Assignor, if any, have been furnished to Lender prior to the date of this Agreement;

(d) Compliance with Law. Assignor is not in violation of any law, ordinance, governmental rule, regulation, order or judgment to which Assignor may be subject which is likely to materially affect the financial condition of Assignor or Assignor's rights, title and interest in and to the Trademark Collateral;

(e) Perfection and Protection of Trademark Collateral. Assignor acknowledges and agrees that this Agreement has been executed and delivered by Assignor for the purpose of registering the security interests of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. Until the final and indefeasible payment to Lender in cash and performance of the Obligations in full, Assignor will continually take such steps as are necessary and prudent to protect the interests of Lender in the Trademark Collateral granted hereunder including, but not limited to, the following:

(i) Defend the Trademark Collateral against the claims and demands of all other parties and keep the Trademark Collateral free of all liens, encumbrances, mortgages or security interests in, on or to any of the Trademark Collateral, or in, to or on rights thereto, except for liens permitted pursuant to Section 8.6 of the Obligation Agreement, and defend the Trademark Collateral against all claims and demands of third parties at any time claiming the same or any interest therein;

(ii) Neither directly nor indirectly sell, transfer hypothecate or otherwise dispose of the Trademark Collateral that is material to the business or any interest therein, in bulk or otherwise, or grant any Person an option to acquire any right, title or interest in or to all or any portion of the Trademark Collateral, or grant any rights in or to the Trademark Collateral other than rights to use the Trademark Collateral as described in Exhibit A attached hereto, and the security interests in the Trademark Collateral granted to Lender pursuant to the terms hereof;

(iii) Execute and deliver to Lender such security agreements, assignments, and other documents and instruments as Lender may at any time or from time to time reasonably request that are required to perfect or protect the security interests granted to Lender hereby, and pay all costs of title searches and filing financing statements, assignments and other documents in all public offices requested by Lender;

(iv) Cooperate with Lender in obtaining appropriate waivers or subordinations of interests from such third parties in any Trademark Collateral as may be required by Lender in Lender's sole and absolute discretion. Assignor authorizes Lender to execute alone any financing statements or other documents or instruments that Lender may require to perfect, protect or establish any lien or security interest granted to Lender by Assignor hereunder and further authorize Lender to sign Assignor's name on the same and/or to file or record the same without Assignor's signature thereon. Assignor hereby appoints Lender as its attorney in fact to execute and deliver notices of lien, financing statements, assignments, and any other documents, notices, and agreements necessary for the perfection of Lender's security interests in the Trademark Collateral. The powers granted to Lender herein, being coupled with an interest, are irrevocable, and Assignor approves and ratify all acts of the attorney-in-fact. In acting in accordance with the terms of this Agreement, Lender shall not be liable for any act or omission, error in judgment or mistake of law except for Lender's gross negligence or willful misconduct;

(v) Pay all taxes, assessments and other charges of every nature which may be imposed, levied or assessed against the Trademark Collateral;

(vi) Maintain books and records relating to the Trademark Collateral satisfactory to Lender and allow Lender or its representatives access to such records and the Trademark Collateral at all reasonable times for the purpose of examining, inspecting, verifying, copying, extracting and other reasonable purposes as Lender may reasonably require; and

(vii) notify Lender promptly in writing of any change in Assignor's address, specified in Section 9(e) hereto.

SECTION 4. Events of Default. Any of the following events or occurrences shall constitute an "**Event of Default**" under this Agreement:

(a) Assignor fails to perform or observe any agreement, covenant or obligation of Assignor contained in this Agreement; or

(b) Any representation by or on behalf of Assignor contained in this Agreement shall have been breached or otherwise shall have been inaccurate when made; or

(c) Assignor purports to terminate this Agreement; or

(d) The occurrence of any "Default" or "Event of Default" under any other Loan Document (as defined in the respective Loan Document).

SECTION 5. Rights and Remedies of Lender. At all times prior to the final and indefeasible payment to Lender in cash and performance of the Obligations in full, Lender shall have, in addition to all other rights, powers, remedies and privileges granted to Lender under this Agreement (i) all rights, powers, remedies and privileges granted to a secured party in the UCC, and (ii) all rights, powers, remedies and privileges with respect to Trademark Collateral granted to Lender under the other Loan Documents, and (iii) all rights, powers, remedies and privileges granted to Lender with respect to the Trademark Collateral available under applicable law. Without limiting any rights or remedies Lender may have pursuant to this Agreement, under applicable law, and in addition to all rights and remedies granted to Lender in the UCC, upon the occurrence and during the continuation of an Event of Default:

(a) Sale, Lease, etc. of Trademark Collateral. Lender may, without demand, advertising or notice, all of which Assignor hereby waives (except as the same may be required by the UCC or other applicable law), at any time or times in one or more public or private sales or other dispositions, for cash, on credit or otherwise, at such prices and upon such terms as are commercially reasonable (within the meaning of the UCC) (i) sell, lease, license or otherwise dispose of any and all Trademark Collateral, and/or (ii) deliver and grant options to a third party to purchase, lease, license or otherwise dispose of any and all Trademark Collateral. Lender may sell, lease, license or otherwise dispose of any Trademark Collateral in its then-present condition or following any preparation or processing deemed necessary by Lender in its reasonable discretion. Lender may be the purchaser at any such public or private sale or other disposition of Trademark Collateral, and in such case Lender may make payment of all or any portion of the purchase price therefor by the application of all or any portion of the Obligations due to Lender to the purchase price payable in connection with such sale or disposition. All requirements of reasonable notice that may be applicable under this section shall be met if such notice is mailed, postage prepaid, to Assignor at its address set forth herein or such other address as Assignor may have provided to Lender, in a Record, at least ten (10) days before the time of such sale or disposition. Lender may, if it deems it reasonable, postpone or adjourn any sale or other disposition of any Trademark Collateral from time to time by an announcement at the time and place of the sale or disposition to be so postponed or adjourned without being required to give a new notice of sale or disposition; provided, however, that Lender shall provide Assignor with written notice of the time and place of such postponed or adjourned sale or disposition. Assignor hereby acknowledges and agrees that Lender's compliance with any requirements of applicable law in connection with a sale, lease, license or other disposition of Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any sale, lease, license or other disposition of such Trademark Collateral. Upon request of Lender, following the occurrence of any Event of Default, Assignor will assemble and make the Trademark Collateral available to Lender, at a reasonable place and time designated

by Lender. Assignor's failure to take possession of any Trademark Collateral at any time and place reasonably specified by Lender in a Record to Assignor shall not constitute an abandonment of such Trademark Collateral unless specifically acknowledged by Lender in an Authenticated Record delivered to Assignor by Lender.

(b) Warranties; Sales on Credit. Lender may sell, lease, license or otherwise dispose of the Trademark Collateral without giving any warranties and may specifically disclaim any and all warranties, including but not limited to warranties of title, possession, merchantability and fitness. Assignor hereby acknowledges and agrees that Lender's disclaimer of any and all warranties in connection with a sale, lease, license or other disposition of Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any such disposition of the Trademark Collateral. If Lender sells, leases, licenses or otherwise disposes of any of the Trademark Collateral on credit, Assignor will be credited only with payments actually made by the recipient of such Trademark Collateral and received by Lender and applied to the Obligations. If any Person fails to pay for Trademark Collateral acquired pursuant to this Section 5 on credit, Lender may re-offer the Trademark Collateral for sale, lease, license or other disposition.

(c) Application of Disposition Proceeds. Assignor shall be obligated for, and the Proceeds of any sale, lease, license or other disposition of Trademark Collateral pursuant to this Section 5 shall be applied (i) first to the costs of retaking, refurbishing, storing, guarding, insuring, holding, preparing for disposition, processing, and disposing of Trademark Collateral, including the fees and disbursements of attorneys, auctioneers, appraisers, consultants and accountants employed by Lender in connection with the foregoing, and then (ii) to the payment of the Obligations in whatever order Lender may elect. Lender shall pay any Proceeds of the sale, lease, license or other disposition of Trademark Collateral remaining after application as provided in clauses (i) and (ii), above, in accordance with the applicable provisions of the UCC. Lender shall not be responsible to Assignor for loss or damage resulting from Lender's failure to enforce or collect any Trademark Collateral or any monies due or to become due under any liability of Assignor to Lender.

(d) Duties of Assignor. Assignor agrees that (i) Assignor will make no change in any Trademark Collateral outside of the ordinary course of business, and (ii) shall receive as the sole property of Lender and hold in trust for Lender all monies, checks, notes, drafts, and other property representing the proceeds of any Trademark Collateral including but not limited to, all royalty and other amounts paid in connection with any lease or license of the Trademark Collateral by Assignor to any third party.

(e) Lender's Obligations. Assignor agrees that Lender shall not have any obligation to preserve rights to any Trademark Collateral against prior parties or to marshal any Trademark Collateral of any kind for the benefit of any other creditor of Assignor or any other Person. Lender shall not be responsible to Assignor for loss or damage resulting from Lender's failure to enforce its security interests or collect any Trademark Collateral or Proceeds or any monies due or to become due under the Obligations or any other liability or obligation of Assignor to Lender. Lender may, but shall be under no obligation to: (i) notify any party that the Trademark Collateral, or any part thereof, has been assigned to Lender; (ii) take control of any cash or non-cash proceeds of any item of the Trademark Collateral; (iii) compromise, extend or renew any Trademark Collateral, or any document or instrument relating thereto, or deal with the same as it may deem advisable; and (iv) make exchanges, substitutions or surrender of items comprising the Trademark Collateral.

(f) Limited License. After the occurrence and during the continuation of an Event of Default, Lender is hereby granted a license or other right to use, without charge, Assignor's labels, trademarks, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature, as it pertains to the Trademark Collateral, in advertising for sale, lease

or license of and selling, leasing or licensing of any Trademark Collateral and Assignor's rights under all licenses and any franchise, sales or distribution agreements shall inure to Lender's benefit for such purposes.

(g) Waiver of Rights by Assignor. Except as may be otherwise specifically provided in this Agreement, Assignor waives, to the extent permitted by law, all bonds, security or sureties required by any Governmental Rule or otherwise as an incident to Lender's taking possession of, or sale, lease, license or other disposition of, any Trademark Collateral. Assignor authorizes Lender, upon the occurrence and continuation of an Event of Default to enter upon any premises owned by or leased to Assignor where the Trademark Collateral is kept, without obligation to pay rent or for use and occupancy, through self help, without judicial process and without having first given notice to Assignor or obtained an order of any court, and peacefully retake possession thereof by securing at or removing same from such premises.

SECTION 6. Expense of Collection and Sale, Lease or License. Assignor agrees to pay all costs and expenses incurred by Lender in connection with the negotiation and preparation of this Agreement or any other document or instrument executed in connection herewith, in determining its rights under and enforcing the security interests created by this Agreement, including, without limitation, costs and expenses relating to taking, holding, insuring, preparing for sale, lease, license or other disposition, appraising, selling, leasing, licensing or otherwise realizing on the Trademark Collateral, and reasonable attorneys' fees and expenses in connection with any of the foregoing. All such reasonable costs and expenses shall be payable on demand, and shall bear interest to the extent required pursuant to the Obligation Agreement. The provisions of this Section 6 shall survive termination of the Obligations and the termination of this Agreement.

SECTION 7. Compliance with Other Laws. Lender may comply with the requirements of any applicable law in connection with a sale, lease, license or other disposition of the Trademark Collateral, and Assignor hereby acknowledges and agrees that Lender's compliance therewith will not be considered to adversely affect the commercial reasonableness of any sale of the Trademark Collateral.

SECTION 8. Release of Security Interests. Upon final and indefeasible payment in cash to Lender and performance of all Obligations in full, Lender shall, at Assignor's expense, execute and deliver to Assignor all instruments and other documents as may be necessary or proper to release Lender's liens on and security interests in and to the Trademark Collateral that have been granted to Lender hereunder.

SECTION 9. General Provisions.

(a) Continuing Effect. Assignor agrees that Assignor's obligations, duties and liabilities under this Agreement, and Lender's rights, powers, remedies and privileges under this Agreement, shall not be affected, modified or impaired in any manner or to any extent by, and Lender may, at any time and from time to time and without notice of any kind to Assignor, or consent or other action by Assignor, by Lender:

(i) altering, amending, restating, extending, replacing or otherwise modifying any or all of the other Loan Documents;

(ii) altering, compromising, renewing, extending, accelerating or otherwise changing the time for payment or other terms of the Obligations or any part thereof, including but not limited to increases and decreases of the principal amount of, and rate of interest payable on, the Obligations, and granting one or more extensions of the Obligations that may be for longer than the original loan term;

(iii) granting or refraining from granting any waiver, consent, release, indulgence, extension, renewal, modification, or taking, delaying in taking or refraining from or failing to take, any action in respect of the Obligations available to Lender under any of the Loan Documents or under applicable law;

(iv) exercising or failing to exercise of any right, power, remedy or privilege under the Loan Documents or arising at law;

(v) taking and holding Security Interests on Collateral and other properties and assets for the payment of the Obligations, and exchanging, enforcing, waiving, surrendering and/or releasing any Security Interests or any Collateral subject thereto, with or without the substitution of new collateral on any terms or manner in Lender's sole discretion;

(vi) releasing, substituting, agreeing not to sue, or dealing with any one or more of Assignor's sureties, endorsers, or guarantors on any terms or manner in Lender's sole discretion;

(vii) determining how, when and what application of payments and credits shall be made with respect to the Obligations;

(viii) applying any Collateral, or any Proceeds thereof, to the repayment of the Obligations and directing the order or manner of sale, lease, license or other disposition thereof, as Lender in its sole discretion may determine; or

(ix) assigning this Agreement in whole or in part, or any interest therein, in connection with an assignment in whole or in part of the Obligations and/or the Loan Documents; provided, however, that notwithstanding anything to the contrary contained in this Agreement, after any such assignment the assignee thereof shall have the rights and obligations of Lender only with respect to the portion of the Obligations and/or Loan Documents so assigned.

(b) Rights and Remedies Cumulative. Lender's rights, powers, remedies and privileges under this Agreement shall be cumulative and not alternative or exclusive, irrespective of any other rights, powers, remedies or privileges that may be available to Lender under any other Loan Document, by operation of law or otherwise, and may be exercised by Lender at such time or times and in such order as Lender in Lender's sole discretion may determine, and are for the sole benefit of Lender. No course of dealing and no delay or failure of Lender in exercising any right, power, remedy or privilege under this Agreement or any other Loan Document shall (a) affect any other or future exercise thereof, or (b) operate as a waiver thereof, (c) preclude Lender from exercising, or operate as a waiver of, any other right, power, remedy or privilege of Lender under this Agreement or any other Loan Document, or (d) result in liability to Lender or Lender's Affiliates or their respective members, managers, shareholders, directors, officers, partners, employees, consultants or agents. No single or partial exercise by Lender of any right, power, remedy or privilege under this Agreement or any other Loan Document, or any abandonment or discontinuance of steps to enforce such a right, power, remedy or privilege, shall preclude any further exercise thereof or of any such other right, power, remedy or privilege.

(c) Reinstatement. Lender's rights, powers, remedies and privileges under this Agreement, and the agreements, covenants, liabilities and obligations of Assignor set forth in this Agreement (including, but not limited to, all security interests, liens, charges and other encumbrances, granted to Lender under this Agreement), shall continue to be effective, or be reinstated, as the case may be, if at any time any payment in respect of the Obligations is rescinded or must otherwise be restored or returned by Lender by reason of any bankruptcy, reorganization, arrangement, composition or similar proceeding or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, Assignor or any

other Person, or any Property of Assignor or any other Person, or otherwise, all as though such payment had not been made. Furthermore, to the extent that Assignor or any other Person makes a payment or payments to Lender, or Lender enforces any right, power, remedy, privilege, security interest, lien, charge or other encumbrance, or exercises any right of setoff, granted to Lender under this Agreement or any other Loan Document, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, any other state or federal law, common law or any equitable cause, then, to the extent of such recovery, the Obligations or part thereof originally intended to be satisfied, and all rights, powers, remedies, privileges, security interests, liens, charges and other encumbrances, granted to Lender under this Agreement, under any other Loan Document, and under applicable law, shall be revived and continued in full force and effect as if such payment or payments had not been made or such enforcement or setoff had not occurred.

(d) Successors and Assigns. This Agreement is entered into for the benefit of the parties hereto and their successors and assigns and shall be binding upon the parties, their successors and assigns. Lender shall have the right, without the necessity of any consent, authorization or other action by Assignor, to sell, hypothecate, assign, securitize or grant participations in all or a portion of Lender's interest in the Loans, this Agreement and the other Loan Documents to other financial institutions or other Persons of Lender's choice and on such terms as are acceptable to Lender in Lender's sole discretion. Assignor shall not assign, exchange or otherwise hypothecate this Agreement, or any rights, liabilities or obligations under this Agreement, in whole or in part, without the prior written consent of Lender, which consent may be granted or withheld in Lender's sole discretion, and any attempted assignment, exchange or hypothecation without Lender's written consent shall be void and be of no effect.

(e) Notice. Wherever this Agreement provides for notice to any party (except as expressly provided to the contrary), it shall be given by messenger, facsimile, certified U.S. mail with return receipt requested, or nationally recognized overnight courier with receipt requested, effective when either received or receipt rejected by the party to whom addressed, and shall be addressed as provided below, or to such other address as the party affected may hereafter designate:

If to Lender:

ACF FinCo I LP
Attn: John P Reilly, Chairman
560 White Plains Road, 4th Floor
Suite 400
Tarrytown, NY 10591
Tel: (914) 418-1200 (ext. 208)
Fax: (914) 921-1154

ACF FinCo I LP
Attn: Oleh Szczupak, Vice President
560 White Plains Road, 4th Floor
Suite 400
Tarrytown, NY 10591
Tel: (914) 418-1200 (ext. 216)
Fax: (914) 921-1154

With a copy to:

McGuireWoods LLP
Attn: Chris Molen
1230 Peachtree Street, N.E.
Atlanta, GA 30309
Tel: (404) 443-5716
Fax: (404) 443-5765

If to Assignor:

Diane M. Ennist
SVP, General Counsel & Corporate Secretary
Carey International, Inc.
4530 Wisconsin Ave NW
Washington, DC 20016
Email: Diane.Ennist@carey.com

With a copy to:

[Davis & Gilbert LLP
1740 Broadway
New York, NY 10019
Attention: Joseph A. DiMiceli
Email: jdimiceli@dglaw.com]

(a) Strict Performance. The failure by Lender at any time to require Assignor's strict compliance with or performance of any provision of this Agreement shall not waive, affect, impair or diminish any right of Lender thereafter to demand Assignor's strict compliance with and performance of such provision. Any suspension or waiver by Lender of any Default or Event of Default shall not suspend, waive or affect any other Default or Event of Default, whether the same is prior or subsequent to such suspension or waiver and whether of the same or a different type.

(b) Waiver. Assignor waives presentment, protest, notice of dishonor and notice of protest with respect to any Document or Instrument on or for which it may be liable to Lender as maker, endorser, guarantor or otherwise (including but not limited to this Agreement).

(c) Construction of Agreement. The parties hereto agree that the terms, provisions and language of this Agreement were the result of negotiations between the parties, and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided without regard to events of authorship or negotiation.

(d) Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Obligation Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Obligation Agreement and the other Loan Documents.

(e) Waiver of Right to Jury Trial. Assignor and Lender recognize that in matters related to the Loans, this Agreement and/or the other Loan Documents, and as each may be subsequently modified and/or amended, either party may be entitled to a trial in which matters of fact are determined by a jury (as opposed to a trial in which such matters are determined by a judge, magistrate, referee or other elected or appointed decider of facts). By executing this Agreement, Lender and Assignor will give up their respective right to a trial by jury. Assignor and Lender each hereby expressly acknowledges that this waiver is entered into to avoid delays, minimize trial expenses, and streamline the legal proceedings in order to accomplish a quick resolution of claims arising under or in connection with this Agreement, the other Loan Documents, the Loan(s), the Note(s) and the transactions contemplated by this Agreement.

(i) **WAIVER OF JURY TRIAL.** TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ASSIGNOR AND LENDER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT ASSIGNOR OR LENDER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, ACTION, SUIT OR PROCEEDING, DIRECTLY OR INDIRECTLY, AT ANY TIME ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, ANY LOAN, ANY NOTE, ANY LOAN DOCUMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT, BEFORE OR AFTER MATURITY.

(ii) **CERTIFICATIONS.** ASSIGNOR HEREBY CERTIFY THAT NEITHER ANY REPRESENTATIVE NOR AGENT OF LENDER NOR LENDER'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT LENDER WOULD NOT, IN THE EVENT OF ANY LITIGATION, ACTION SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER. ASSIGNOR ACKNOWLEDGES THAT LENDER HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATION HEREIN.

(f) **Entire Agreement; Amendments; Lender's Consent.** This Agreement (including the Schedules and Exhibits) constitutes the entire agreement between Lender and Assignor with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions between Lender and Assignor, whether express or implied, oral, written, inscribed on a tangible medium or stored in an electronic or other medium, with respect to the subject matter hereof. No amendment or waiver of any provision of this Agreement, nor consent by Lender to any departure by Assignor therefrom, shall in any event be effective unless the same shall be in writing and Authenticated by Lender in such writing, and then such amendment, waiver or consent shall be effective only to the extent specifically set forth in such writing. No discussions, negotiations or statements, whether oral, or in electronic or other format, by Lender or between Assignor and Lender with respect to the subject matter of this Agreement or any of the other Loan Document shall be valid and binding against Lender, nor shall the same create a binding obligation on Lender to lend money or to take any other action with respect to the Loans or Assignor, unless the same is reduced to writing and Authenticated by Lender in such writing.

(g) **Execution in Counterparts.** This 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 but one and the same instrument. Delivery of a counterpart hereof by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

(h) **Severability of Provisions.** Any provision of this Agreement or any of the other Loan Documents that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or the other Loan Documents or affecting the validity or enforceability of such provision in any other jurisdiction.

(i) **Governing Law; Consent To Jurisdiction.**

(i) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAW OF THE STATE OF NEW YORK. TO THE FULLEST EXTENT PERMITTED BY LAW, LENDER AND ASSIGNOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY CLAIM TO ASSERT THAT THE

LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT OR ANY NOTE ISSUED BY ASSIGNOR TO LENDER IN CONNECTION HEREWITH.

(ii) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR ASSIGNOR ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE INSTITUTED IN THE SOLE OPTION OF LENDER IN ANY FEDERAL OR STATE COURT LOCATED IN WESTCHESTER COUNTY, NEW YORK PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW; HOWEVER, LENDER MAY, AT ITS OPTION, COMMENCE ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION TO OBTAIN POSSESSION OF OR FORECLOSE UPON ANY COLLATERAL, TO OBTAIN EQUITABLE RELIEF OR TO ENFORCE ANY JUDGMENT OR ORDER OBTAINED BY LENDER AGAINST ASSIGNOR OR WITH RESPECT TO ANY COLLATERAL, TO ENFORCE ANY RIGHT, POWER, REMEDY OR PRIVILEGE UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR UNDER APPLICABLE LAW OR TO OBTAIN ANY OTHER RELIEF DEEMED APPROPRIATE BY LENDER, AND LENDER AND ASSIGNOR EACH WAIVE ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND LENDER AND ASSIGNOR EACH HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. ASSIGNOR REPRESENTS AND ACKNOWLEDGES THAT THEY HAVE REVIEWED THIS CONSENT TO JURISDICTION PROVISION WITH ITS LEGAL COUNSEL, AND HAS MADE THIS WAIVER KNOWINGLY AND VOLUNTARILY, WITHOUT COERCION OR DURESS.

(j) Headings. The headings preceding the text of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

(k) Exhibits and Schedules. All Exhibits and Schedules to this Agreement are hereby incorporated by reference herein and made a part hereof.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE IMMEDIATELY FOLLOWS]***

IN WITNESS WHEREOF, Assignor and Lender have caused this Agreement to be duly executed and delivered by its respective duly authorized officer as of the day and year first above written.

ASSIGNOR:

EMBARQUE HOLDINGS, INC.

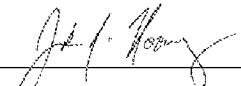
By: _____

Name: Mitchell Lahr

Title: Vice President, Finance

LENDER:

ACF FINCO I LP

By: 

Name: John Nooney

Title: Partner

EXHIBIT A
TO
TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT
TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Owner	Application Date	Serial Number	Registration Number	Status
EMBARQUE 10&2	Embarque Holdings, Inc.	7/27/17	87545002	5533226	Registered