

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591097

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRICOLOR AUTO GROUP, LLC		08/10/2020	Corporation: DELAWARE
TRICOLOR CALIFORNIA AUTO GROUP, LLC		08/10/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS AGENT
Street Address:	500 Delaware Avenue
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Federal Savings Bank: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4292629	TRICOLOR AUTO ACCEPTANCE
Registration Number:	5191607	HAGAMOS CAMINO
Registration Number:	5059730	
Registration Number:	3738748	TRICOLOR AUTO
Registration Number:	3743727	TRICOLOR AUTO
Registration Number:	5117168	GANAS AUTO
Registration Number:	5117169	GANAS AUTO

CORRESPONDENCE DATA

Fax Number: 6175269899

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.

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

CH \$190.00 4292629

ATTORNEY DOCKET NUMBER:	38004 / 002
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	08/10/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 10, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “*Trademark Security Agreement*”), is by **TRICOLOR AUTO GROUP, LLC**, a Delaware limited liability company (“*TAG*”) and **TRICOLOR CALIFORNIA AUTO GROUP, LLC**, a Delaware limited liability company (together with TAG, the “*Grantors*” and each, individually, a “*Grantor*”) in favor of **WILMINGTON SAVINGS FUND SOCIETY, FSB**, as administrative, payment and collateral agent for the Lenders (as defined below) (in such capacity, together with its successors and permitted assigns in such capacity, “*Agent*”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Loan Agreement*”), by and among the Grantors, **TRICOLOR HOLDINGS, LLC**, a Delaware limited liability company (“*Tricolor Holdings*”), **TRICOLOR AUTO ACCEPTANCE, LLC**, a Delaware limited liability company (“*Auto Acceptance*”, and together with Tricolor Holdings, each individually, a “*Borrower*” and collectively, jointly and severally, the “*Borrower*”), the other Obligated Parties from time to time party thereto, each of the financial institutions from time to time party thereto as a lender (collectively, the “*Lenders*”), and Agent, the Lenders have agreed to make a term loan to Borrower;

WHEREAS, it is a condition precedent to the obligations of the Lenders to make a term loan under the Loan Agreement that the Grantors execute and deliver to Agent a trademark security agreement in substantially the form hereof;

WHEREAS, each Grantor has executed and delivered to Agent the Loan Agreement, pursuant to which such Grantor has granted to Agent, for the benefit of the Lenders, a continuing security interest in and Lien on the Collateral (as defined below), including, without limitation, such Grantor’s Intellectual Property (as defined below), to secure the prompt payment and performance of the Obligations (as defined below);

WHEREAS, each Grantor will obtain substantial direct and indirect financial and other benefits from the Term Loan (as defined below) made by the Lenders pursuant to the Loan Agreement and the other Loan Documents (as defined below), and, accordingly, such Grantor desires to enter into this Trademark Security Agreement and the other Loan Documents in order to induce the Lenders to make the Term Loan under the Loan Agreement; and

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby grants to Agent, for the benefit of

each Lender, a security interest (the “*Security Interest*”) in all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

- (a) all of its registered trademarks or applications therefor, including, without limitation, those referred to on Schedule I hereto; and
- (b) all income, royalties, and other Proceeds thereof.

Section 3. Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the prompt payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by each Grantor to Agent or the Lenders.

Section 4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent, for the benefit of the Lenders. The Lenders’ rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Loan Agreement, and are in addition to those available at law or in equity. The Lenders’ rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Loan Agreement and any other documents related thereto.

Section 5. Authorization to Supplement. Each Grantor shall give Agent notice of any additional trademark registrations granted therefor after the date hereof in accordance with the terms, conditions and provisions set forth in the Loan Agreement. Without limiting the Grantors’ obligations under this Section, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered trademarks or applications therefor of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in the Collateral, whether or not listed on Schedule I.

Section 6. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission (including “.pdf”) of an executed signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

Section 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT, AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF, SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 8. Miscellaneous. The terms and provisions of Sections 12.01 (“Expenses”), 12.02 (“INDEMNIFICATION”), 12.07 (“No Waiver; Cumulative Remedies”), 12.10 (“ENTIRE AGREEMENT”), 12.11 (“Notices”), 12.12 (“Venue; Service of Process”), 12.14 (“Severability”), 12.15 (“Headings”), 12.18 (“WAIVER OF JURY TRIAL”), and 12.19 (“Electronic Transmission”) of the Loan

Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms.

Section 9. Loan Document. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Loan Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[Signature pages follow]

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

TRICOLOR AUTO GROUP, LLC,
as Grantor


By: 
Name: Daniel Chu
Title: Chief Executive Officer

TRICOLOR CALIFORNIA AUTO GROUP, LLC,
as Grantor

By: 
Name: Daniel Chu
Title: Chief Executive Officer

Acknowledged and accepted
as of the date first above written:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Agent

By: 
Name: Geoffrey J. Lewis
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks:

Mark	Owner	Registration No.	Registration Date	Country
TRICOLOR AUTO ACCEPTANCE	Tricolor Auto Group, LLC	4292629	Feb. 19, 2013	USA
HAGAMOS CAMINO	Tricolor Auto Group, LLC	5191607	Apr. 25, 2017	USA
	Tricolor Auto Group, LLC	5059730	Oct. 11, 2016	USA
TRICOLOR AUTO	Tricolor Auto Group, LLC	3738748	Jan. 19, 2010	USA
	Tricolor Auto Group, LLC	3743727	Feb. 2, 2010	USA
GANAS AUTO	Tricolor California Auto Group, LLC	5117168	Jan. 10, 2017	USA
	Tricolor California Auto Group, LLC	5117169	Jan. 10, 2017	USA

Trademark Applications:

Mark	Owner	Application Serial No.	Application Date	Country
None				