

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUTO DRIVEAWAY SYSTEMS, LLC		11/06/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GRANITE CREEK FLEXCAP II, L.P.		
Street Address:	222 W. Adams Street, Suite 3125		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	6150556	J&J DRIVEAWAY	
Registration Number:	6116038	J&J DRIVEAWAY	
Registration Number:	6110709	J&J DRIVEAWAY	
Registration Number:	6110708	AUTO DRIVEAWAY	
Registration Number:	6110707	J&J DRIVEAWAY	
Registration Number:	6088480	AUTO DRIVEAWAY	
Registration Number:	6088477	AUTO DRIVEAWAY	
Registration Number:	5942714	J&J DRIVEAWAY	
Registration Number:	5931292	J&J DRIVEAWAY	
Registration Number:	5649646	AUTO DRIVEAWAY	
Registration Number:	5643895	AUTO DRIVEAWAY	
Registration Number:	5715904	AUTO DRIVEAWAY	
Registration Number:	3160871	AD	
Registration Number:	1518332	AUTO DRIVEAWAY CO.	
Registration Number:	1513080		
Registration Number:	0946023	AUTO DRIVEAWAY	
Registration Number:	0906017	MISTER CHAUFFEUR	
Registration Number:	0917907	DRIVEAWAY SERVICE	
Registration Number:	0851211	AUTO DRIVEAWAY	
TRADEMARK			

OP \$490.00 6150556

CORRESPONDENCE DATA**Fax Number:** 3128637806

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: 3128637198**Email:** nancy.brougher@goldbergkohn.com**Correspondent Name:** Nancy J. Brougher, Paralegal**Address Line 1:** c/o Goldberg Kohn Ltd.**Address Line 2:** 55 East Monroe, Suite 3300**Address Line 4:** Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6983.009
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NAME OF SUBMITTER:	Nancy Brougher
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SIGNATURE:	/njb/
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DATE SIGNED:	11/10/2020
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Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Trademark Security Agreement**") is made as of November 6, 2020, by AUTO DRIVEAWAY SYSTEMS, LLC ("**Grantor**"), in favor of GRANITE CREEK FLEXCAP II, L.P., (together with its successors and assigns in such capacity, "**Grantee**").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "**Trademarks**");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement of even date herewith (as amended, restated, supplemented, modified or otherwise changed from time to time, the "**Security Agreement**"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "**Collateral**"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

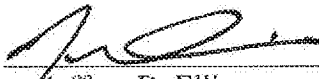
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

GRANTOR:

AUTO DRIVEAWAY SYSTEMS, LLC,
a Delaware limited liability company

By: 
Name: Jeffrey D. Ellis
Title: Manager

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademarks

TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE
J&J DRIVEAWAY	88443428	6150556	09/15/20
J&J DRIVEAWAY	88443813	6116038	08/04/20
J&J DRIVEAWAY	88443854	6110709	07/28/20
AUTO DRIVEAWAY	88443779	6110708	07/28/20
J&J DRIVEAWAY	88443480	6110707	07/28/20
AUTO DRIVEAWAY	88443751	6088480	06/30/20
AUTO DRIVEAWAY	88443498	6088477	06/30/20
J&J DRIVEAWAY	88443461	5942714	12/24/19
J&J DRIVEAWAY	88443828	5931292	12/10/19
AUTO DRIVEAWAY	87006470	5649646	01/08/19
AUTO DRIVEAWAY	87006463	5643895	01/01/19
AUTO DRIVEAWAY	87006454	5715904	04/02/19
AD	78659306	3160871	10/17/06
AUTO DRIVEAWAY CO.	73712098	1518332	12/27/88
None (Design only)	73712099	1513080	11/15/88
AUTO DRIVEAWAY	72413445	0946023	10/24/72
MISTER CHAUFFEUR	72353815	0906017	01/12/71
DRIVEAWAY SERVICE	72345042	0917907	08/03/71
AUTO DRIVEAWAY	72233053	0851211	06/18/68

Trademark Applications

None.