

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM609530

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PREMIER DEALER SERVICES, INC.		11/18/2020	Corporation: ILLINOIS
DEALER FOR LIFE, LLC		11/18/2020	Limited Liability Company: DELAWARE
ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC.		11/18/2020	Corporation: LOUISIANA
PDS ADMINISTRATION COMPANY, INC.		11/18/2020	Corporation: OHIO
MIDWEST AGENCY SERVICES, INC.		11/18/2020	Corporation: OHIO

## RECEIVING PARTY DATA

<b>Name:</b>	CIBC Bank USA
<b>Street Address:</b>	120 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	banking corporation: ILLINOIS

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
<b>Registration Number:</b>	4880358	PDS WARRANTY COMPANY, INC.
<b>Registration Number:</b>	5168051	PREMIER COLLECTION
<b>Registration Number:</b>	5368224	PREMIER PERFORMANCE
<b>Registration Number:</b>	5541876	PREMIER MEMBERGUARD
<b>Registration Number:</b>	5596762	PREMIER FIRST
<b>Registration Number:</b>	6155365	PREMIER FOR LIFE
<b>Registration Number:</b>	5389723	PREMIER LEASE DEFENDER
<b>Registration Number:</b>	4596866	DRIVER'S ULTIMATE PROTECTION
<b>Registration Number:</b>	3166527	DEALERSHIP FOR LIFE
<b>Serial Number:</b>	87528144	PREMIER ALLIANCE
<b>Serial Number:</b>	88769464	DRIVER'S ULTIMATE ADVANTAGE

CH \$340.00 4880358

Property Type	Number	Word Mark
Serial Number:	90242274	DRIVER'S ULTIMATE PROTECTION PLUS
Serial Number:	90049306	PDS ADMINISTRATION COMPANY, INC.

**CORRESPONDENCE DATA**

**Fax Number:** 3124607000

*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:** 312-460-5000

**Email:** slott@seyfarth.com

**Correspondent Name:** Stephen D. Lott

**Address Line 1:** 233 S. Wacker Drive

**Address Line 2:** Suite 8000

**Address Line 4:** Chicago, ILLINOIS 60606

<b>ATTORNEY DOCKET NUMBER:</b>	058550-00156
<b>NAME OF SUBMITTER:</b>	Stephen D. Lott
<b>SIGNATURE:</b>	/Stephen D. Lott/
<b>DATE SIGNED:</b>	11/18/2020

**Total Attachments: 13**

- source=Patent and Trademark Security Agreement - Premier to CIBC#page1.tif
- source=Patent and Trademark Security Agreement - Premier to CIBC#page2.tif
- source=Patent and Trademark Security Agreement - Premier to CIBC#page3.tif
- source=Patent and Trademark Security Agreement - Premier to CIBC#page4.tif
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## **PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 18, 2020, is by PREMIER DEALER SERVICES, INC., an Illinois corporation (“PDS”), DEALER FOR LIFE, a Delaware limited liability company (“DFL”), ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC., a Louisiana corporation (“APPI”), PDS ADMINISTRATION COMPANY, INC., an Ohio corporation (“PACI”), and MIDWEST AGENCY SERVICES, INC., an Ohio corporation (“Midwest” and together with PDS, DFL, and APPI, and PACI, collectively, the “Grantor”), in favor of CIBC BANK USA formerly known as The PrivateBank and Trust Company, in its capacity as administrative agent for the Lenders (in such capacity, the “Administrative Agent”).

### **RECITALS**

A. The Grantor and certain of its affiliates have entered into that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and certain of its affiliates.

B. The Grantor and certain of its affiliates have entered into that certain Amended and Restated Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”) with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. As a condition to the closing of the transactions referenced in the Credit Agreement, the Grantor is required to enter into this Agreement in favor of the Administrative Agent.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Patents, Patent Licenses, Trademarks, and Trademark Licenses (except to the extent constituting Excluded Assets), and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

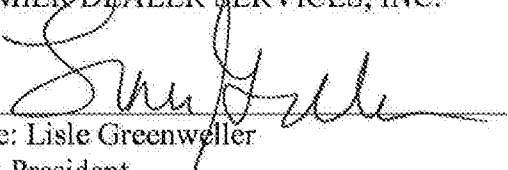
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used herein but not defined herein shall have the respective meaning ascribed thereto in the Guaranty and Collateral Agreement.

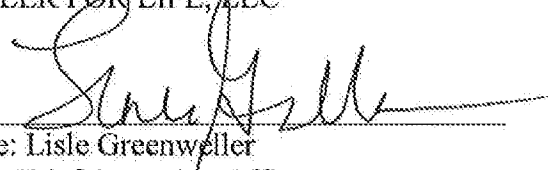
[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

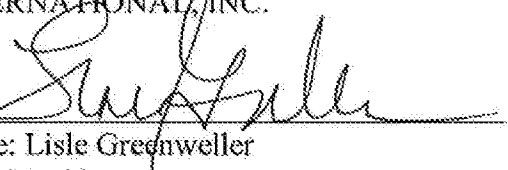
PREMIER DEALER SERVICES, INC.

By:   
Name: Lisle Greenweller  
Title: President

DEALER FOR LIFE, LLC

By:   
Name: Lisle Greenweller  
Title: Chief Operating Officer

ADVANCED PROTECTION PRODUCTS  
INTERNATIONAL, INC.

By:   
Name: Lisle Greenweller  
Title: President

MIDWEST AGENCY SERVICES, INC.

By: \_\_\_\_\_  
Name: John R. Topits  
Title: President

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PREMIER DEALER SERVICES, INC.

By: \_\_\_\_\_  
Name: Lisle Greenweller  
Title: President

DEALER FOR LIFE, LLC

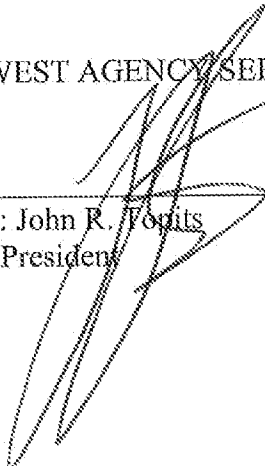
By: \_\_\_\_\_  
Name: Lisle Greenweller  
Title: Chief Operating Officer

ADVANCED PROTECTION PRODUCTS  
INTERNATIONAL, INC.


By: \_\_\_\_\_  
Name: Lisle Greenweller  
Title: President

MIDWEST AGENCY SERVICES, INC.

By: \_\_\_\_\_  
Name: John R. Vogits  
Title: President

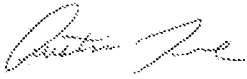


PDS ADMINISTRATION COMPANY, INC.

By:   
Name: Lisle Greenweller  
Title: President

Acknowledged:

CIBC BANK USA

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

Austin G. Love, Managing Director





						or dings on the vehicle, and emergency roadside assistance.	
PREMIER PERFORMANCE	Premier Dealer Services, Inc.	5,368,224	02-Jan-2018	87323848	3-Feb-2017	<p><b>IC 035. US 100 101 102. G &amp; S:</b> Provision and administration of vehicle service contracts for new and used vehicles which cover maintenance and repair services.</p> <p><b>IC 036. US 100 101 102. G &amp; S:</b> Providing extended warranty services, namely, motor vehicle service contracts for new and used vehicles which cover motor vehicle maintenance and repair services.</p>	Registered
PREMIER MEMBERGUARD	Premier Dealer Services, Inc.	5,541,876	14-Aug-2018	87330182	9-Feb-2017	<p><b>IC 035. US 100 101 102. G &amp; S:</b> Provision and administration of vehicle service contracts for new and used vehicles which cover maintenance and repair services.</p> <p><b>IC 036. US 100 101 102. G &amp; S:</b> Providing extended warranty services, namely, motor vehicle service contracts for new and used vehicles which cover motor vehicle maintenance and repair services.</p>	Registered
PREMIER FIRST	Premier Dealer Services, Inc.	5,596,762	30-Oct-2018	87528135	14-Jul-2017	<p><b>IC 036. US 100 101 102. G &amp; S:</b> Providing extended warranty services, namely, motor vehicle service contracts for new and used vehicles which cover</p>	Registered

							exterior and interior care, guaranteed asset protection (GAP) waiver addendums, theft protection, roadside assistance and vehicle maintenance.	
PREMIER FOR LIFE	Premier Dealer Services, Inc.	6,155,365	15-Sept-2020	88762075	16-Jan-2020	<b>IC 035. US 100 101 102. G &amp; S:</b> Administration of customer loyalty program providing incentives to customers through repair and/or replacement of vehicle components and parts if the customer maintains their vehicle at the issuing automobile dealership.	Registered	
PREMIER LEASE DEFENDER	Premier Dealer Services, Inc.	5,389,723	30-Jan-2018	87333221	13-Feb-2017	<b>IC 036. US 100 101 102. G &amp; S:</b> Extended warranty services, namely, vehicle service contracts and waiver programs for lessees of vehicles to cover repair or reimbursement for excess wear and use and the removal of dents and or dings on the vehicle.	Registered	
DRIVER'S ULTIMATE PROTECTION	Advanced Protection Products International, Inc.	4,596,866	02-Sep-2014	86/181,430	31-Jan-2014	<b>IC 036. US 100 101 102. G &amp; S:</b> Extended warranty services, namely, motor vehicle service contracts	Registered	
DEALERSHIP FOR LIFE	Dealer for Life, LLC	3,166,527	31-Oct-2006	78593767	23-Mar-2005	<b>IC 035. US 100 101 102. G &amp; S:</b> Business and marketing consulting in the field of customer retention and loyalty programs for automobile	Registered	

						dealerships.	
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U.S. Trademark Applications

Mark	Owner	Filing Date	Serial No.	Goods/Services	Status
PREMIER ALLIANCE	Premier Dealer Services, Inc.	14-Jul-2017	87528144	<b>IC 036. US 100 101 102. G &amp; S:</b> Providing extended warranty services, namely, motor vehicle service contracts for new and used vehicles which cover exterior and interior care, guaranteed asset protection (GAP) waiver addendums, theft protection, roadside assistance and vehicle maintenance.	Pending
DRIVER'S ULTIMATE ADVANTAGE	Advanced Protection Products International, Inc.	22-Jan-2020	88769464	<b>IC 036. US 100 101 102. G &amp; S:</b> Extended warranty services, namely, motor vehicle service contracts	Pending
DRIVER'S ULTIMATE PROTECTION PLUS	Advanced Protection Products International, Inc.	8-Oct-2020	90242274	<b>IC 036. US 100 101 102. G &amp; S:</b> Extended warranty services, namely, service contracts	Pending
PDS ADMINISTRATION COMPANY, INC.	PDS Administration Company, Inc.	13-Jul-2020	90049306	<b>IC 035. US 100 101 102. G &amp; S:</b> Administration of vehicle services contracts.	Pending

State Trademark Registrations

NONE.

Non-U.S. Trademark Registrations

NONE.

Non-U.S. Trademark Applications

NONE.

Common Law Trademarks

NONE.

**Licenses – Licenses/Sublicenses Of Guarantors As Licensor On Date Hereof**

**PDS:**

1. Chem Etch Manufacturing Supply Agreement, effective March 7, 2011, between PDS and Chem Etch Manufacturing, Inc. for the following PDS trademarks: Premier Defense Paint Sealant, Premier Defense Leather & Vinyl Protection; Premier Defense Undercoating; Premier Defense Rust Proofing; Premier Defense EVR<sup>2</sup> Paint Sealant; Premier Defense EVR<sup>2</sup> Leather & Vinyl Protection; Premier Defense EVR<sup>2</sup> Fabric Protection.

- Remains in effect until termination by either party

2. Branding & Marketing Agreement, effective July 26, 2012, between PDS and the Impact Group, Inc.

- Worldwide, non-exclusive, royalty-free limited license to use, produce, distribute and incorporate PDS' trademarks in connection with the offering for sale of PDS' products by the Impact Group
- Remains in effect until terminated by PDS
- The Impact Group sells the following PDS products (and thus has a license to use the corresponding trademark): Lifetime Engine, Lifetime Powertrain, Premier Advantage, Premier Loyalty, Premier Loyalty Plus, Premier Loyalty Tire Rewards; Premier Maintenance Plan; Primary Choice; Premier Defense; Premier Defense EVR<sup>2</sup>; Premier Guard Theft Deterrent; Premier DataDots; Premier Essential; Premier Performance; Premier Classic; Key Program (if available)

3. The following agents and dealers are a party to the PDS template service mark license agreement (which grants them a license to use PDS' trademarked names of products):

Allietta Ford	Garavel Chrysler Dodge Jeep	Miracle Chrysler Dodge
Anthony's Chrysler Dodge Jeep North	Gateway Ford Lincoln Mercury	Murphy Nissan
Asbury Dealers	Graff Chevrolet	NA
Auto Gallery Holdings	Granite Hills Chevrolet	Nemet Motors
Autowest (Alleghen)	Holdiman Motor	Outten Kia
Billy Bender Chevrolet	Honda of Cleveland	Premier Chevrolet of Buena Park
Billy Bender Chrysler Jeep & Dodge	Intrepid Automotive Enterprise, Inc.	Smith Nissan
Brien Ford	Joseph Chevrolet	Southern States BDM
Bruner Auto Group	Ken Cox Ford	Southern States Imports, Inc
Bruner Chevrolet Buick GMC Cadillac	Kerry of Florence Nissan	Sterling Acura of Austin
CD Norberg	Kerry Toyota Scion	Sunrise Toyota
Charapp Freeport Ford Inc.	Larry Fannin Chevrolet Buick GMC of Morehead	Superior Auto Group
Choice Auto Sales	Larry Fannin's Family Ford	Superior Chevrolet
Classic Suzuki of Birmingham (Classic Suzuki LLC)	Laurel Chrysler Dodge Jeep Ram	Superior Chevrolet - Decatur
Conley Insurance	Laurel Ford Lincoln	Tewart Management
Dave Smith Ford LLC.	Laurel Nissan	Titan Dealer Group
Dealer Associates	Laurel Toyota	Toyota of Bowling Green
Desert Sun Group	Laurel Valley Motors	Toyota of Cleveland
Don Tester Ford	Lexus of Dayton	Toyota of Irving
Dow Lewis Motors	Martin Group	Tri-County Toyota
Equity Program Services	Matt Castrucci Honda	University Nissan of Boone
Equity Program Services, Inc.	Matt Castrucci Mazda	Vance Auto Group
Family Nissan	Matt Castrucci Nissan	Vic Koenig Chevrolet
Fletcher Chrysler	McCluskey Chevrolet	Zimmer Chrysler Dodge Jeep Ram
Frank Fletcher Ford Lincoln	McLoughlin Chevrolet	
G.O. Crivelli Automotive	Midwest Auto Store	

- Note that each of the licensing of trademark names of products to agents and dealers marketing the products is part of PDS' normal course of business. As such, the above list is subject to change.

**Licenses** – Licenses/sublicenses of Midwest Agency Services, Inc as Licensee on Date Hereof:

“OptionSoft” & OptionSoft One-Step”	OptionSoft Technologies and Midwest	7/7/06	Automatic 1 year renewals every July unless either party terminates
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SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Patents, Patent Applications and Patent Licenses**

U.S. Patent Registrations

NONE.

U.S. Patent Applications

NONE.

Non-U.S. Patent Registrations

NONE.

Non-U.S. Patent Applications

NONE.

**Licenses** – Licenses/Sublicenses Of Guarantors As Licensor and/or Licensee On Date Hereof

NONE.