

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Auto Europe Tourcrafters 1, LLC		12/03/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Keybank National Association		
Street Address:	4900 Tiedeman Road		
Internal Address:	Mail Code: OH-01-49-0114		
City:	Brooklyn		
State/Country:	OHIO		
Postal Code:	44144-1306		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5280460	TOURCRAFTERS	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	Noah A. Shier		
Address Line 1:	Dechert LLP		
Address Line 2:	1095 AVE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	378769-386316		
NAME OF SUBMITTER:	Noah Shier		
SIGNATURE:	/Noah Shier/		
DATE SIGNED:	12/03/2020		
Total Attachments: 5			
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Trademark Security Agreement

Trademark Security Agreement, dated as of December 3, 2020, by AUTO EUROPE TOURCRAFTERS 1, LLC, a Delaware limited liability company (the “Pledgor”), in favor of KEYBANK NATIONAL ASSOCIATION, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgor is party to an Amended and Restated Security and Pledge Agreement dated as of October 21, 2016 (the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the pledge and grant of a lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party

hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

AUTO EUROPE TOURCRAFTERS 1, LLC

By: Auto Europe, LLC, its Manager

DocuSigned by:
By: Nathalie Houder
669C07C65BE7453...
Name: Nathalie Houder
Title: Chief Financial Officer

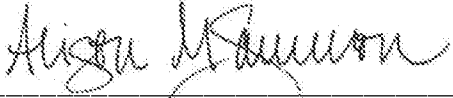
Agreed and Agreed:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:

Agreed and Agreed:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Alison Sammon
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	NAME
Auto Europe Tourcrafters 1, LLC	5280460	TOURCRAFTERS

Trademark Applications:

None.