

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carey International, Inc.		11/20/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Freedom Bank of Virginia		
Street Address:	10555 Main Street, Ste 100		
City:	Fairfax		
State/Country:	VIRGINIA		
Postal Code:	22030		
Entity Type:	Chartered Bank: VIRGINIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3369944	CAREY	
Registration Number:	1107533	CAREY	
Registration Number:	1375117	CAREY	
Registration Number:	3507201	CAREY ALLIANCE NETWORK	
Registration Number:	5027532	CAREY CONNECT	
Registration Number:	3530076	DRIVING SUCCESS	
Registration Number:	3720920	MY CHAUFFEUR CHICAGO'S AFFORDABLE ELEGAN	
Registration Number:	0099678		
CORRESPONDENCE DATA			
Fax Number:			
<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:	215-981-4538		
Email:	Peter.Wakiyama@troutman.com		
Correspondent Name:	Peter T Wakiyama		
Address Line 1:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	251727.14		
NAME OF SUBMITTER:	Peter T Wakiyama		

CH \$215.00 3369944

SIGNATURE:	/ptw/
DATE SIGNED:	12/18/2020
Total Attachments: 14 source=251727.14. Carey. Freedom Bank#page1.tif source=251727.14. Carey. Freedom Bank#page2.tif source=251727.14. Carey. Freedom Bank#page3.tif source=251727.14. Carey. Freedom Bank#page4.tif source=251727.14. Carey. Freedom Bank#page5.tif source=251727.14. Carey. Freedom Bank#page6.tif source=251727.14. Carey. Freedom Bank#page7.tif source=251727.14. Carey. Freedom Bank#page8.tif source=251727.14. Carey. Freedom Bank#page9.tif source=251727.14. Carey. Freedom Bank#page10.tif source=251727.14. Carey. Freedom Bank#page11.tif source=251727.14. Carey. Freedom Bank#page12.tif source=251727.14. Carey. Freedom Bank#page13.tif source=251727.14. Carey. Freedom Bank#page14.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of November 20, 2020 by and between (i) **THE FREEDOM BANK OF VIRGINIA (“Bank”)**, and (ii) **CAREY INTERNATIONAL, INC.**, a Delaware corporation, as grantor (the “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the “**Loans**”) to Grantor, in the amounts and manner set forth in that certain Credit and Security Agreement, dated as of the date hereof by and between Grantor and Bank (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of the Grantor under the Credit Agreement and the other Loan Documents.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations (as defined in the Credit Agreement), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

3. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections (excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office; provided that upon such filing and acceptance, such applications shall be included), and the entire

goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

4. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above; and

5. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents.

This security interest is granted in conjunction with the security interest granted to Bank under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

This Agreement may be executed with electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

This 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

THE LAWS OF THE COMMONWEALTH OF VIRGINIA SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

[Signature page follows.]

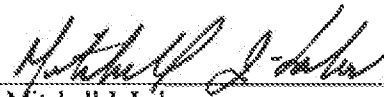
IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed and delivered this Intellectual Property Security Agreement as of the first date written above.

GRANTOR:

Address of Grantor:

7445 New Technology Way
Frederick, Maryland 21703
Attn: Mitchell J. Lahr
Fax:
Email: Mitchell.lahr@carey.com

CAREY INTERNATIONAL INC.

By: 
Name: Mitchell J. Lahr
Title: President and Chief Executive Officer

BANK:

THE FREEDOM BANK OF VIRGINIA

By: _____
Name: Shaun E. Murphy
Title: Executive Vice President and Chief
Operating Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007139 FRAME: 0384

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed and delivered this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

7445 New Technology Way
Frederick, Maryland 21703
Attn: Mitchell J. Lahr
Fax:
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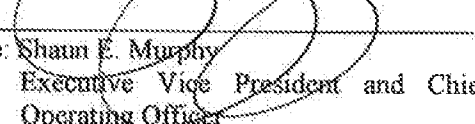
GRANTOR:

CAREY INTERNATIONAL INC.

By: _____
Name: Mitchell J. Lahr
Title: President and Chief Executive Officer

BANK:

THE FREEDOM BANK OF VIRGINIA

By:  _____
Name: Shaun E. Murphy
Title: Executive Vice President and Chief
Operating Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007139 FRAME: 0385

EXHIBIT A

Copyrights

Owner/Applicant	Copyrights	Effective Date	Registration No.
Carey International, Inc.	Carey Connect Website	September 8, 2015	TXu 1-996-458
Carey International, Inc.	Embarque Website	September 8, 2015	TXu 1-996-454
Carey International, Inc.	Carey International Website	September 8, 2015	TXu 2-001-768

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

U.S. Trademarks

<u>Trademark</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Owner</u>
CAREY	77/029940	3369944	77/029940	1/15/2008	Carey International, Inc.
CAREY	73/146807	1107533	73/146807	11/28/1978	Carey International, Inc.
CAREY	73/516893	1375117	73/516893	12/10/1985	Carey International, Inc.
CAREY ALLIANCE NETWORK (and design)	77/239855	3507201	77/239855	9/30/2008	Carey International, Inc.
Carey Connect	86/247302	5027532	86/247302	8/23/2016	Carey International, Inc.
DRIVING SUCCESS	77/311815	3530076	77/311815	11/11/2008	Carey International, Inc.
My Chauffeur Chicago's Affordable Elegance and design	77/605248	3720920	77/605248	12/8/2009	Carey International, Inc.

Foreign and State Trademarks

<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>App. Date</u>	<u>Reg. Date</u>	<u>Owner</u>
CAREY	Argentina	2691439	3084004	7/25/2006	1/30/2009	Carey International, Inc.
CAREY	Australia	591958	591958	12/8/1992	12/8/1992	Carey International, Inc.
CAREY	Australia	1635233	1635233	7/17/2014	7/17/2014	Carey International, Inc.
DRIVING SUCCESS	Australia	1205160	1205160	10/16/2007	10/16/2007	Carey International, Inc.
CAREY	Austria	213484	107950	1/17/1985	1/17/1985	Carey International, Inc.
CAREY ALLIANCE NETWORK and design	Bahrain	74492	74492	12/22/2008	12/22/2008	Carey International, Inc.
CAREY	Benelux	778760	516156	4/10/1992	4/10/1992	Carey International, Inc.
CAREY	Bulgaria	75779	57426	1/5/2005	1/5/2005	Carey International, Inc.
CAREY ALLIANCE NETWORK (and design)	Canada	1358874	TMA758093	8/7/2007	1/27/2010	Carey International, Inc.
CAREY ALLIANCE NETWORK (and design)	Cayman Islands	CT6158208	CT6158208	11/28/2008	12/29/2008	Carey International, Inc.
CAREY	China P.R.	5939368	5939368	3/12/2007	4/7/2011	Carey International, Inc.

<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>App. Date</u>	<u>Reg. Date</u>	<u>Owner</u>
CAREY	China P.R.	5939369	5939369	3/12/2007	5/28/2010	Carey International, Inc.
CAREY	China P.R.	970009266	1149849	1/28/1997	2/7/1998	Carey International, Inc.
CAREY	China P.R.	5939370	5939370	3/12/2007	2/28/2010	Carey International, Inc.
CAREY ALLIANCE NETWORK (and design)	China P.R.	7056785	7056785	11/14/2008	1/7/2011	Carey International, Inc.
CAREY in Chinese Characters	China P.R.	38674205		6/5/2019		Carey International, Inc.
CAREY	Community Trademark	5457809	5457809	11/10/2006	11/7/2007	Carey International, Inc.
CAREY	Community Trademark	4211058	4211058	12/21/2004	1/24/2006	Carey International, Inc.
CAREY ALLIANCE NETWORK	Community Trademark	6158208	6158208	8/1/2007	7/24/2008	Carey International, Inc.
DRIVING SUCCESS	Community Trademark	6370852	6370852	10/16/2007	9/11/2008	Carey International, Inc.
CAREY ALLIANCE NETWORK (and design)	Dominican Republic	2008-38855	172267	11/13/2008	1/30/2009	Carey International, Inc.
CAREY	France	23193619	23193619	11/13/2002	11/13/2002	Carey International, Inc.

<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>App. Date</u>	<u>Reg. Date</u>	<u>Owner</u>
CAREY	Germany	c4349639wz	2032667	5/18/1992	5/18/1992	Carey International, Inc.
CAREY	Great Britain	2446523	2446523	2/13/2007	10/12/2007	Carey International, Inc.
CAREY	Greece	79186	79186	2/14/1985	2/14/1985	Carey International, Inc.
CAREY	Greece	150390	150390	2/11/2005	6/19/2006	Carey International, Inc.
CAREY	Hong Kong	300816868	300816868	2/15/2007	2/15/2007	Carey International, Inc.
CAREY in Chinese Characters	Hong Kong	301264419	301264419	12/29/2008	12/29/2008	Carey International, Inc.
My Chauffeur Chicago's Affordable Elegance and design	Illinois		099678		11/12/2008	Carey International, Inc.
CAREY	India	1353618	1353618	4/27/2005	4/27/2005	Carey International, Inc.
CAREY ALLIANCE NETWORK (and design)	India	1770495	1770495	1/2/2009	6/16/2015	Carey International, Inc.
CAREY	Indonesia	464109	IDM000237661	9/3/1999	9/3/1999	Carey International, Inc.
CAREY	Israel	198304	198304	3/8/2007	11/5/2008	Carey International, Inc.

<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>App. Date</u>	<u>Reg. Date</u>	<u>Owner</u>
CAREY ALLIANCE NETWORK (and design)	Israel	216463	216463	11/11/2008	8/8/2010	Carey International, Inc.
CAREY	Italy	MI2014C011911	1128554	1/10/1985	7/22/2008	Carey International, Inc.
CAREY	Japan	h08-135758	4169545	12/3/1996	7/24/1998	Carey International, Inc.
CAREY ALLIANCE NETWORK (and design)	Japan	2008-097763	5286303	12/4/2008	12/11/2009	Carey International, Inc.
CAREY	Malaysia	85003002	85003002	7/11/1985	7/11/1985	Carey International, Inc.
CAREY	Malaysia	05005623	05005623	4/14/2005	4/14/2005	Carey International, Inc.
CAREY	Moldova	016840	13956	4/29/2005	8/4/2006	Carey International, Inc.
CAREY	Monaco	26031	05.24585	3/21/2005	3/21/2005	Carey International, Inc.
CAREY	New Zealand	763549	763549	2/15/2007	2/15/2007	Carey International, Inc.
CAREY	Norway	19844491	122644	12/18/1984	10/10/1985	Carey International, Inc.
CAREY ALLIANCE NETWORK (and design)	Norway	200814267	249623	11/11/2008	2/2/2009	Carey International, Inc.

<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>App. Date</u>	<u>Reg. Date</u>	<u>Owner</u>
CAREY ALLIANCE NETWORK (and design)	Panama	183392	183392 01	8/11/2009	8/11/2009	Carey International, Inc.
CAREY	Paraguay	20528	370.961	7/21/2006	10/26/2012	Carey International, Inc.
CAREY	Philippines	4-2009-000168	4-2009-000168	1/7/2009	4/13/2009	Carey International, Inc.
CAREY ALLIANCE NETWORK and design	Philippines	4-2009-000909	4-2009-000909	1/28/2009	12/24/2009	Carey International, Inc.
CAREY	Portugal	347305 MNA	347305 MNA	6/7/2000	6/4/2001	Carey International, Inc.
CAREY ALLIANCE NETWORK (and design)	Republic of Korea	2008-30059	41-0194126	11/24/2008	2/16/2010	Carey International, Inc.
CAREY INTERNATIONAL INC.	Republic of Korea	1999-9766	41-0062104-0000	7/9/1999	6/21/2000	Carey International, Inc.
CAREY	Romania	M2005 05168	70461	4/27/2005	4/28/2005	Carey International, Inc.
CAREY	Russian Federation	2007704007	346120	2/15/2007	3/20/2008	Carey International, Inc.
CAREY	Singapore	T07/04094J	T0704094J	2/27/2007	2/27/2007	Carey International, Inc.
CAREY	Singapore	T07/04095I	T0704095I	2/27/2007	2/27/2007	Carey International, Inc.

<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>App. Date</u>	<u>Reg. Date</u>	<u>Owner</u>
CAREY	Singapore	T9906576G	T99/06576G	6/25/1999	6/25/1999	Carey International, Inc.
CAREY	Singapore	T07/04096G	T0704096G	2/27/2007	2/27/2007	Carey International, Inc.
CAREY ALLIANCE NETWORK (and design)	Singapore	T0815622E	T0815622E	11/11/2008	11/11/2008	Carey International, Inc.
CAREY ALLIANCE NETWORK (and design)	South Africa	2008/26592	2008/26592	11/12/2008	11/5/2010	Carey International, Inc.
CAREY	Spain	1077701M6	1077701M6	8/3/1984	3/4/1985	Carey International, Inc.
CAREY	Sweden	198402950	195348	4/11/1984	3/22/1985	Carey International, Inc.
CAREY	Switzerland	39/1985	P-336375	1/4/1985	2/7/1985	Carey International, Inc.
CAREY	Taiwan	097058875	1393068	12/26/2008	1/1/2010	Carey International, Inc.
CAREY	Thailand	398839	Bor10244	9/23/1999	9/23/1999	Carey International, Inc.
CAREY ALLIANCE NETWORK DEVICE	Turkey	2009/01251	2009/01251	1/12/2009	1/12/2009	Carey International, Inc.
CAREY ALLIANCE NETWORK (and design)	United Arab Emirates	129163	129163	5/13/2009		Carey International, Inc.

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RECORDED: 12/18/2020

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