

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615841

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vantage Mobility Acquisition Corp.		12/21/2020	Corporation: DELAWARE
AMS Vans, LLC		12/21/2020	Limited Liability Company: DELAWARE
Vantage Mobility Intermediate Holdings Corp.		12/21/2020	Corporation: DELAWARE
Vantage Mobility International, LLC		12/21/2020	Limited Liability Company: ARIZONA

RECEIVING PARTY DATA

Name:	Wingspire Capital LLC
Street Address:	13010 Morris Road, Building One, Suite 175
Internal Address:	Deerfield Corporate Center
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4406485	ACCESS360
Registration Number:	4403277	ACCESS 360
Registration Number:	6086407	APEX
Registration Number:	6001901	ASSURANCE BY VMI
Registration Number:	4983975	CAREGIVER VAN
Registration Number:	5217869	IMAGINE POSSIBILITIES
Registration Number:	5882630	LEGEND
Registration Number:	5217870	NORTHSTAR
Serial Number:	90078073	PARKSMART
Registration Number:	2388883	POWERKNEEL
Registration Number:	3441514	SURE DEPLOY
Registration Number:	6086408	VERGE
Registration Number:	4641140	VMI

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4641142	VMI
Registration Number:	5589078	AMS VANS AMERICA'S MOBILITY SUPERSTORE
Registration Number:	5064901	
Registration Number:	6048157	FLEXFLOOR
Registration Number:	4915017	AMERICAB
Registration Number:	2924336	AMERIVAN

CORRESPONDENCE DATA

Fax Number: 4044435599
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: 4044435626
Email: tlockley@mcguirewoods.com
Correspondent Name: Tequira Lockley - Paralegal
Address Line 1: 1230 Peachtree Street, N.E., Suite 2100
Address Line 2: McGuireWoods LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2079108.0003
NAME OF SUBMITTER:	Tequira Lockley
SIGNATURE:	//Tequira Lockley//
DATE SIGNED:	12/21/2020

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2020 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this "Agreement"), among VANTAGE MOBILITY ACQUISITION CORP., a Delaware corporation (the "Company"), AMS VANS, LLC, a Delaware limited liability company ("AMS"), VANTAGE MOBILITY INTERNATIONAL, LLC, an Arizona limited liability company ("VMI"), VANTAGE MOBILITY INTERMEDIATE HOLDINGS CORP., a Delaware corporation ("Intermediate Holdings"); the Company, AMS, VMI and Intermediate Holdings, each a "Grantor" and, collectively, the "Grantors", and WINGSPIRE CAPITAL LLC, as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of the date hereof, by and among the Company, the Subsidiaries of the Company from time to time party thereto as "Borrowers" (the Company, together with such subsidiaries each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), Intermediate Holdings, the Subsidiaries of Intermediate Holdings from time to time party thereto as Guarantors (Intermediate Holdings, together with such subsidiaries, each, a "Guarantor" and collectively, the "Guarantors"), the financial institutions from time to time party thereto as lenders (each, a "Lender" and, collectively, the "Lenders"), and the Administrative Agent (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of the date hereof, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

- (c) all goodwill associated therewith or symbolized by any of the foregoing,
- (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and
- (e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Termination. Upon the termination of the Security Agreement, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.

5. Intercreditor Agreement. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Administrative Agent hereunder are subject to the terms of the Term Loan Intercreditor Agreement

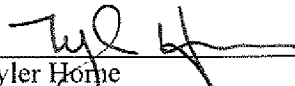
6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

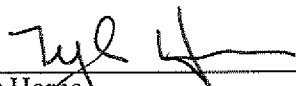
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IN WITNESS WHEREOF, the parties hereto have duly executed this Copyright Security Agreement as of the day and year first above written.

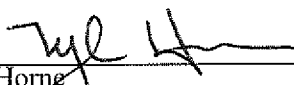
VANTAGE MOBILITY ACQUISITION CORP.

By: 
Name: Tyler Horne
Title: Chief Financial Officer


AMS VANS, LLC

By: 
Name: Tyler Horne
Title: Chief Financial Officer

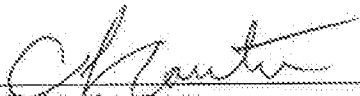
VANTAGE MOBILITY INTERNATIONAL, LLC

By: 
Name: Tyler Horne
Title: Chief Financial Officer

VANTAGE MOBILITY INTERMEDIATE HOLDINGS CORP.

By: 
Name: Tyler Horne
Title: Chief Financial Officer

WINGSPIRE CAPITAL LLC, as Administrative
Agent



By: 
Name: Christopher Coutu
Title: Managing Director

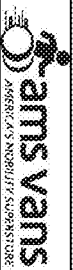

[Trademark Security Agreement]

TRADEMARK
REEL: 007141 FRAME: 0827

SCHEDULE I

TRADEMARKS

MARK	STATUS	REGISTRATION/ (SERIAL) NO.	REGISTRATION/ (FILING) DATE
ACCESS360	Registered	4,406,485	09-24-2013
ACCESS360 & Design	Registered	4,403,277	09-17-2013
			
APEX	Registered	6,086,407	06-23-2020
ASSURANCE BY VMI	Registered	6,001,901	03-03-2020
CAREGIVER VAN	Registered	4,983,975	06-21-2016
IMAGINE POSSIBILITIES	Registered	5,217,869	06-06-2017
LEGEND	Registered	5,882,630	10-15-2019
NORTHSTAR	Registered	5,217,870	06-06-2017
PARKSMART	Pending	(90/078,073)	(07-28-2020)
POWERKNEEL	Registered	2,388,883	09-19-2000
SURE DEPLOY	Registered	3,441,514	06-03-2008
VERGE	Registered	6,086,408	06-23-2020
VMI	Registered	4,641,140	11-18-2014
VMI & Design	Registered	4,641,142	11-18-2014
			
AMS VANS AMERICAS MOBILITY SUPERSTORE & Design	Registered	5,589,078	10-23-2018

MARK	STATUS	REGISTRATION/ (SERIAL) NO.	REGISTRATION/ (FILING) DATE
 <small>AMERICA'S MOBILITY SUPERSTORE</small>	Registered	5064901/ 86502282	10/18/2016
(design only) 			
FLEXFLOOR	Registered	6048157/ 87790501	5/5/2020
AMERICAB	Registered	4915017/ 86499375	3/8/2016
AMERIVAN	Registered	2924336/ 78262201	2/1/2005

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