

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Root Four Imagination Inc.		01/11/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	BBVA USA		
Street Address:	8333 Douglass Ave., 2nd Floor		
Internal Address:	Large Middle Market		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3988963	SAFEDRIVER	
Registration Number:	4549867	BLUEDRIVER	
Registration Number:	6175091	FEAR NO FIX	
Registration Number:	5885692	HEAVYDRIVER	
Registration Number:	3988965	ECONODRIVER	
Registration Number:	3988964	ALERTDRIVER	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,ashley.ingraham@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	01/22/2021		

OP \$165.00 3988963

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 11, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this "IP Security Agreement"), is made by the signatory hereto (the "Grantor") in favor of BBVA USA, an Alabama banking corporation, as Administrative Agent (together with its successors in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, pursuant to that certain Credit Agreement dated as of December 20, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Repairify, Inc., a Delaware corporation (the "Borrower"), Repairify Holdco, Inc., a Delaware corporation ("Holdings"), the other Loan Parties from time to time party thereto, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not defined herein have the respective meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain (i) Guarantee and Collateral Agreement, dated as of December 20, 2019, by Grantor and certain affiliates of Grantor in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "Guarantee and Collateral Agreement") and (ii) Second Amendment, Limited Waiver and Joinder to Credit Agreement and Other Loan Documents dated as of January 11, 2021 by and among Borrower, Holdings, the other Loan Parties from time to time party thereto, the Lenders and the Administrative Agent, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Secured Parties, this IP Security Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and has agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in and to the following Registered Intellectual Property included in the Collateral (the "IP Collateral"), as collateral security for the prompt and complete payment and performance when

due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Secured Obligations (as defined in the Guarantee and Collateral Agreement):

(a) all such Registered Intellectual Property consisting of Copyrights, identified in Schedule 1;

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) of any such Registered Intellectual Property described in (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above (the items described in (a) and (b), collectively, the "Copyright Collateral");

(c) (i) all such Registered Intellectual Property consisting of Trademarks, as identified in Schedule 2 (but excluding in all cases any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest granted hereunder) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above;

(d) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) of any such Registered Intellectual Property described in (c) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (c) above (items described in clauses (c) and (d), collectively, the "Trademark Collateral");

(e) (i) all such Registered Intellectual Property consisting of Patents, as identified in Schedule 3, and (ii) all reissues, divisionals, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon; and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) of any such Registered Intellectual Property described in (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (e) above (items described in (e) and (f), collectively, the "Patent Collateral").

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 Notice. Each party to this IP Security Agreement irrevocably consents to service of process at the address provided for notices in Section 10.02 of the Credit Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable law.

[signature pages follow]


IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ROOT FOUR IMAGINATION INC.

By: 
Name: John Lindle
Title: Executive Chairman

BBVA USA,
as the Administrative Agent



By: _____
Name: Kayle Green
Title: Senior Vice President

COPYRIGHTS

United States

<u>Grantor</u>	<u>Coyright</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Registration No.</u>
Root Four Imagination Inc. (listed in record as "Root Four Imagination")	BlueDriver Promotional Image: Powerful.	February 25, 2020		VA0002198085

TRADEMARKS

United States

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Registration No.</u>
Root Four Imagination Inc.	SafeDriver	7/5/2011		3988963
Root Four Imagination Inc.	BlueDriver	6/17/2014		4549867
Root Four Imagination Inc.	FEAR NO FIX	10/13/2020		6175091
Root Four Imagination Inc.	HEAVYDRIVER	10/15/2019		5885692
Root Four Imagination Inc.	ECONODRIVER	7/5/2011		3988965
Root Four Imagination Inc.	ALERTDRIVER	7/5/2011		3988964
Root Four Imagination Inc.	TESTDRIVER		87960482	

PATENTS

United States

<u>Grantor</u>	<u>Patents</u>	<u>Filing/Grant Date</u>	<u>Patent No.</u>
Root Four Imagination, Inc.	Vehicle Monitor	October 16, 2008/ May 15, 2012	8,180,522
Root Four Imagination, Inc.	Vehicle Monitor	April 10, 2007/ December 14, 2010	7,853,375
Root Four Imagination, Inc.	VEHICLE SENSOR	March 29, 2016/ August 14, 2018	D825,355