

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM635780

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Partial Termination and Release of Second Lien Security Interest in Trademarks Recorded at Reel 6100, Frame 0494

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BOKF, N.A.		03/30/2021	National Association: OKLAHOMA

## RECEIVING PARTY DATA

<b>Name:</b>	Donlen Corporation
<b>Street Address:</b>	2135 Sanders Road
<b>City:</b>	Northbrook
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60062
<b>Entity Type:</b>	Corporation: ILLINOIS

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1553212	DC
Registration Number:	1968471	VEHICLE VIEWS
Registration Number:	2186186	SAFECARE
Registration Number:	2089394	SAFE-LEASE
Registration Number:	2406561	FLEETWEB
Registration Number:	2868738	WE'RE CHANGING THE WAY YOU WORK
Registration Number:	3033780	DONLEN
Registration Number:	3075313	DONLENDRIVER
Registration Number:	3923546	DONLEN GREENKEY
Registration Number:	3920197	GREENKEY
Registration Number:	3817970	FRIDAYFLEET
Registration Number:	4135900	IDEAS. FOCUS. SOLUTIONS.
Registration Number:	3152396	NATIONAL AUCTION INDEX
Registration Number:	3379494	LIFECYCLE OPTIMIZATION TOOLS
Registration Number:	4095655	FLEETS FOR CHANGE
Registration Number:	4326781	MODEL. MEASURE. MANAGE.
Registration Number:	4337466	VEHICLE OPTIMIZATION MODEL
Registration Number:	4456727	SHOPCOMPANYCARS

CH \$465.00 1553212

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:**

*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:** 2136207848**Email:** iprecordations@whitecase.com**Correspondent Name:** Justine Lu/White & Case LLP**Address Line 1:** 555 South Flower Street, 2700**Address Line 4:** Los Angeles, CALIFORNIA 90071

<b>ATTORNEY DOCKET NUMBER:</b>	1523039-0003-S216
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<b>NAME OF SUBMITTER:</b>	Justine Lu
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<b>SIGNATURE:</b>	/Justine Lu/
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<b>DATE SIGNED:</b>	03/31/2021
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**Total Attachments: 5**

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**PARTIAL TERMINATION AND RELEASE OF  
SECOND LIEN SECURITY INTEREST IN TRADEMARKS**

This Partial Termination and Release of Second Lien Security Interest in Trademarks (“Trademark Release”) is made as of March 30, 2021, by **BOKF, N.A.** (“Successor Agent”), in favor of **DONLEN CORPORATION**, an Illinois corporation with an address at 2135 Sanders Road, Northbrook, Illinois 60062 (the “Grantor”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or the Instruments of Resignation, Appointment and Acceptance (as described below).

WITNESSETH:

WHEREAS, the Grantor entered into a certain second lien Trademark Security Agreement dated June 6, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) with **WELLS FARGO BANK, NATIONAL ASSOCIATION**, (“Original Agent” or “Note Collateral Agent”), notice of which was recorded on July 7, 2017 at the United States Patent and Trademark Office at Reel 6100, Frame 0494.

WHEREAS, Grantor granted Original Agent, under the terms of the Trademark Security Agreement, a second lien security interest (the “Security Interest”) in favor of Original Agent, in and to all of the Trademarks of such Grantor, including without limitation the Trademarks listed in Schedule A (collectively, the “Trademark Collateral”).

WHEREAS, Original Agent and Successor Agent entered into an Instrument of Resignation, Appointment and Acceptance dated June 3, 2020, pursuant to which Original Agent resigned as Trustee, Note Registrar, and Paying Agent under the Indenture, and Successor Agent accepted its appointment as Trustee, Note Registrar and Paying Agent under the Indenture,

WHEREAS, Original Agent and Successor Agent entered into an Instrument of Resignation, Appointment and Acceptance dated July 13, 2020, pursuant to which Original Agent resigned as Note Collateral Agent under the Transaction Documents, Successor Agent accepted its appointment as Note Collateral Agent under the Transaction Documents, and Original Agent assigned, transferred and conveyed all its rights, powers, duties and obligations under the Transaction Documents to the Successor Agent, including its rights under the Trademark Security Agreement and Security Interest in the Trademark Collateral.

WHEREAS, the Successor Agent has agreed to terminate and release the Security Interest in all such Trademark Collateral as herein provided, and this Trademark Release is applicable only with respect to the Trademark Collateral owned by Grantor and to no other Trademarks owned by other Grantors party to the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Successor Agent hereby releases, terminates and discharges the Security Interest and any and all of its interest in the Trademark Collateral of the Grantor, and assigns, transfers and conveys to Grantor any such interest in such Trademark Collateral, including the Security Interest. The Successor Agent further hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to the Grantor and its successors and assigns in association with the Security Interest, and hereby releases the Grantor and its successors and assigns from all covenants, obligations, liabilities and warranties in association with the Security Interest, except for any such obligations or liabilities which arose prior to the date

hereof or which are expressly stated to survive any release, termination or discharge of the Security Interest as set forth in the Transaction Documents.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the Successor Agent has caused this Trademark Release to be executed as of the day and year first written above.

**BOKF, N.A.,**  
as Successor Agent

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



Name:

James R. Lewis

Title:

SVP

**SCHEDULE A**

**TRADEMARKS**

1	<b>Serial #:</b> <u>73757658</u> <b>Mark:</b> DC	<b>Filing Dt:</b> 10/14/1988	<b>Reg #:</b> <u>1553212</u>	<b>Reg. Dt:</b> 08/22/1989
2	<b>Serial #:</b> <u>74674560</u> <b>Mark:</b> VEHICLE VIEWS	<b>Filing Dt:</b> 05/16/1995	<b>Reg #:</b> <u>1968471</u>	<b>Reg. Dt:</b> 04/16/1996
3	<b>Serial #:</b> <u>74715617</u> <b>Mark:</b> SAFECARE	<b>Filing Dt:</b> 08/15/1995	<b>Reg #:</b> <u>2186186</u>	<b>Reg. Dt:</b> 09/01/1998
4	<b>Serial #:</b> <u>75195523</u> <b>Mark:</b> SAFE-LEASE	<b>Filing Dt:</b> 11/12/1996	<b>Reg #:</b> <u>2089394</u>	<b>Reg. Dt:</b> 08/19/1997
5	<b>Serial #:</b> <u>75261406</u> <b>Mark:</b> FLEETWEB	<b>Filing Dt:</b> 03/21/1997	<b>Reg #:</b> <u>2406561</u>	<b>Reg. Dt:</b> 11/21/2000
6	<b>Serial #:</b> <u>76515600</u> <b>Mark:</b> WE'RE CHANGING THE WAY YOU WORK	<b>Filing Dt:</b> 05/20/2003	<b>Reg #:</b> <u>2868738</u>	<b>Reg. Dt:</b> 08/03/2004
7	<b>Serial #:</b> <u>76614740</u> <b>Mark:</b> DONLEN	<b>Filing Dt:</b> 10/04/2004	<b>Reg #:</b> <u>3033780</u>	<b>Reg. Dt:</b> 12/27/2005
8	<b>Serial #:</b> <u>76618604</u> <b>Mark:</b> DONLENDRIVER	<b>Filing Dt:</b> 11/01/2004	<b>Reg #:</b> <u>3075313</u>	<b>Reg. Dt:</b> 04/04/2006
9	<b>Serial #:</b> <u>77427199</u> <b>Mark:</b> DONLEN GREENKEY	<b>Filing Dt:</b> 03/20/2008	<b>Reg #:</b> <u>3923546</u>	<b>Reg. Dt:</b> 02/22/2011
10	<b>Serial #:</b> <u>77547390</u> <b>Mark:</b> GREENKEY	<b>Filing Dt:</b> 08/14/2008	<b>Reg #:</b> <u>3920197</u>	<b>Reg. Dt:</b> 02/15/2011
11	<b>Serial #:</b> <u>77884146</u> <b>Mark:</b> FRIDAYFLEET	<b>Filing Dt:</b> 12/02/2009	<b>Reg #:</b> <u>3817970</u>	<b>Reg. Dt:</b> 07/13/2010
12	<b>Serial #:</b> <u>77898374</u> <b>Mark:</b> IDEAS. FOCUS. SOLUTIONS.	<b>Filing Dt:</b> 12/21/2009	<b>Reg #:</b> <u>4135900</u>	<b>Reg. Dt:</b> 05/01/2012
13	<b>Serial #:</b> <u>78741966</u> <b>Mark:</b> NATIONAL AUCTION INDEX	<b>Filing Dt:</b> 10/27/2005	<b>Reg #:</b> <u>3152396</u>	<b>Reg. Dt:</b> 10/03/2006
14	<b>Serial #:</b> <u>78789722</u> <b>Mark:</b> LIFECYCLE OPTIMIZATION TOOLS	<b>Filing Dt:</b> 01/11/2006	<b>Reg #:</b> <u>3379494</u>	<b>Reg. Dt:</b> 02/05/2008
15	<b>Serial #:</b> <u>85282339</u> <b>Mark:</b> FLEETS FOR CHANGE	<b>Filing Dt:</b> 03/31/2011	<b>Reg #:</b> <u>4095655</u>	<b>Reg. Dt:</b> 02/07/2012
16	<b>Serial #:</b> <u>85541454</u> <b>Mark:</b> MODEL. MEASURE. MANAGE.	<b>Filing Dt:</b> 02/13/2012	<b>Reg #:</b> <u>4326781</u>	<b>Reg. Dt:</b> 04/30/2013

17	<b>Serial #:</b> <u>85618904</u> <b>Filing Dt:</b> 05/07/2012 <b>Reg #:</b> <u>4337466</u> <b>Reg. Dt:</b> 05/21/2013 <b>Mark:</b> VEHICLE OPTIMIZATION MODEL
18	<b>Serial #:</b> <u>85696500</u> <b>Filing Dt:</b> 08/06/2012 <b>Reg #:</b> <u>4456727</u> <b>Reg. Dt:</b> 12/24/2013 <b>Mark:</b> SHOPCOMPANYCARS