

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635912

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TVC Holding Inc.		03/26/2021	Corporation: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Pennantpark Loan Agency Servicing, LLC		
Street Address:	590 Madison Avenue, 15TH Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4464920	ACA	
Registration Number:	4473720	AUTO HELP LINE	
Registration Number:	4648037	DRIVER SHIELD AUTO DISCOUNTS AND SERVICE	
Registration Number:	4648038	DRIVERSHIELD	
Registration Number:	5330884	EZTRIP	
Registration Number:	4648035	MCA	
Registration Number:	4658600	MCA MOTOR CLUB OF AMERICA	
Registration Number:	4464928	MCA MOTOR CLUB OF AMERICA	
Registration Number:	4054945	MOTOR CLUB OF AMERICA	
Registration Number:	4054947	MOTOR CLUB OF AMERICA MCA	
Registration Number:	4464921	SBCA	
Registration Number:	4464927	SBCA ADMINISTERED BY MOTOR CLUB OF AMERI	
Registration Number:	4592217	THE AUTO HELP LINE OF AMERICA	
Registration Number:	4592214	TVC	
Registration Number:	4592215	TVC	
Registration Number:	4493490	TVC	
Registration Number:	4500344	TVC MATRIX	
Registration Number:	4651795	TVC PLUS	
Registration Number:	4658628	TVC PLUS ADMINISTERED BY MOTOR CLUB OF A	

OP \$615.00 4464920

Property Type	Number	Word Mark
Registration Number:	4500343	TVC PRO-DRIVER
Registration Number:	4575747	TVC TODAY
Registration Number:	6199173	TVC PRO-DRIVER
Serial Number:	90553317	AUTO HELP LINE OF AMERICA
Serial Number:	90519830	THE PROS BEHIND THE PROS

CORRESPONDENCE DATA

Fax Number: 2148558200
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: 2148558000
Email: chris.andersen@nortonrosefulbright.com
Correspondent Name: Chris R. Andersen
Address Line 1: 2200 Ross Avenue, Suite 3600
Address Line 2: Norton Rose Fulbright US LLP
Address Line 4: Dallas, TEXAS 75201-7932

ATTORNEY DOCKET NUMBER:	1001054293
NAME OF SUBMITTER:	Chris Andersen
SIGNATURE:	/chris andersen/
DATE SIGNED:	03/31/2021

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) dated as of March 26, 2021 is made by TVC ENTERPRISES, LLC, a Delaware limited liability company (“Borrower”), MOTOR CLUB OF AMERICA ENTERPRISES, INC., a Delaware corporation (“Motor Club”), and TVC HOLDING, LLC, a Delaware limited liability company (“TVC Holding”) and together with Borrower and Motor Club, the “Grantor”), located at 3200 W. Wilshire Blvd., Oklahoma City, OK, 73116, in favor of PennantPark Loan Agency Servicing, LLC, located at 590 Madison Avenue, Floor 15, New York, NY 10022, in its capacity as agent (“Agent”) for itself and the other financial institutions (the “Lenders”) from time to time party to the Loan Agreement (as defined herein).

WITNESSETH:

WHEREAS, Grantor, certain of Grantor’s affiliates, Agent and the Lenders have entered into that certain Amended and Restated Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Agent and the Lenders have, subject to certain conditions precedent, agreed to make Loans (as defined in the Loan Agreement) to Borrower; and

WHEREAS, Agent and the Lenders have required as a condition, among others, to the making of the Loans, in order to secure the payment and performance of Grantor’s Obligations (as defined in the Loan Agreement), that Grantor execute and deliver this Agreement to Agent, for its benefit and the benefit of the Lenders.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agrees as follows:

1. Defined Terms.

- (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
- (ii) References to “Sections”, and “Schedules” shall be to Sections, and Schedules, respectively, of this Agreement unless otherwise specifically provided. In this Agreement, the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”; and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”.
- (iii) Any of the terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference.

2. Security Interest in Trademarks and Copyrights. To secure the payment and performance of the Obligations, including all renewals, extensions, restructurings and refinancings of any or all of the Obligations, Grantor hereby grants to Agent, for the benefit of Agent and Lenders, a continuing security interest in, lien and mortgage in and to and right of setoff against all of Grantor's now owned or existing and filed and hereafter acquired or arising and filed (i) Trademarks constituting Collateral, including those listed on Schedule A attached hereto; provided that the foregoing shall not include any applications for trademarks or service marks filed in the United States Patent and Trademark Office (the "PTO") pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d) and (ii) Copyrights constituting Collateral, including those listed on Schedule B attached hereto.
3. Incorporation of Loan Agreement. The terms and conditions of the Loan Agreement are hereby incorporated into this Agreement by this reference. To the extent of any conflict between the terms and conditions of this Agreement and of the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.
4. Nature and Continuation of Agent's and Lenders' Security Interest. This Agreement is made for collateral security purposes only.
5. Authority of Agent. Grantor hereby acknowledges that the rights and responsibilities of Agent under this Agreement with respect to any action taken by Agent or the exercise or non-exercise by Agent of any right or remedy provided for herein or resulting or arising out of this Agreement, shall be governed by the Loan Agreement.
6. Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Agreement shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Agreement.
7. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by all the parties hereto.
8. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of Agent and its successors and assigns as permitted by the Loan Agreement. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws set forth in the Loan Agreement.
10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

11. Section Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.
12. Execution in Counterparts. This Agreement and any amendments, waivers, consents, or supplements may be executed via facsimile or electronic (i.e., “pdf” or “tif”) transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.
13. Right to Record Security Interest. Agent, on behalf of itself and the Lenders, shall have the right, but not the obligation, at the expense of Grantor, to record this Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, and Agent shall advise Grantor of such recordings. Upon the Payment in Full of the Obligations and termination of the Loan Agreement in accordance with its terms, Grantor shall have the right to effect the recording of such satisfaction or termination at the expense of Grantor, in the United States Patent and Trademark Office and the United States Copyright Office, as applicable. Agent and Grantor shall promptly cooperate to effect all such recordings hereunder.

(Signature pages follow.)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

GRANTOR:

TVC ENTERPRISES LLC, a Delaware limited liability company

By: 
Name: Jon Russell
Title: Chief Executive Officer

MOTOR CLUB OF AMERICA ENTERPRISES, INC., a Delaware corporation

By: _____
Name: Glenn Coffee
Title: Secretary

TVC HOLDING, LLC, a Delaware limited liability company

By: 
Name: Jon Russell
Title: Chief Executive Officer

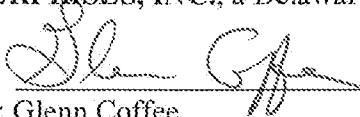
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

GRANTOR:

TVC ENTERPRISES LLC, a Delaware limited liability company

By: _____
Name: Jon Russell
Title: Chief Executive Officer

MOTOR CLUB OF AMERICA ENTERPRISES, INC., a Delaware corporation

By:  _____
Name: Glenn Coffee
Title: Secretary

TVC HOLDING, LLC, a Delaware limited liability company

By: _____
Name: Jon Russell
Title: Chief Executive Officer

AGENT:

**PENNANTPARK LOAN AGENCY
SERVICING, LLC**

By: _____


Name: Arthur H. Penn

Title: Chief Executive Officer





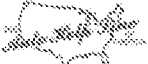
SCHEDULE A




to Intellectual Property Security Agreement




TRADEMARKS




Owner¹	Mark	Application #	Registration #	Application Date	Registration Date	Status
TVC Holding, LLC	ACA	85804128	4464920	17-DEC-2012	14-JAN-2014	Active
TVC Holding, LLC	AUTO HELP LINE	85798546	4473720	10-DEC-2012	28-JAN-2014	Active
TVC Holding, LLC	 DRIVER SHIELD AUTO DISCOUNTS AND SERVICES	86156298	4648037	02-JAN-2014	02-DEC-2014	Active
TVC Holding, LLC	DRIVERSHIELD DRIVERSHIELD	86156387	4648038	02-JAN-2014	02-DEC-2014	Active
TVC Holding, LLC	EZTRIP EZTRIP	87144606	5330884	19-AUG-2016	07-NOV-2017	Active
TVC Holding, LLC	MCA MCA	86156206	4648035	02-JAN-2014	02-DEC-2014	Active

¹ NTD: Currently registered under prior name "TVC Holding Inc."

TVC Holding, LLC	 MCA MOTOR CLUB OF AMERICA	86156375	4658600	02-JAN-2014	23-DEC-2014	Active
TVC Holding, LLC	 MCA MOTOR CLUB OF AMERICA	85807541	4464928	20-DEC-2012	14-JAN-2014	Active
TVC Holding, LLC	<small>MOTOR CLUB OF AMERICA</small> MOTOR CLUB OF AMERICA	85126954	4054945	10-SEP-2010	15-NOV-2011	Active
TVC Holding, LLC	 MOTOR CLUB OF AMERICA MCA	85127079	4054947	10-SEP-2010	15-NOV-2011	Active
TVC Holding, LLC	SBCA SBCA	85804159	4464921	17-DEC-2012	14-JAN-2014	Active
TVC Holding, LLC	 SBCA ADMINISTERED BY MOTOR CLUB OF AMERICA ENTERPRISES, INC.	85807468	4464927	20-DEC-2012	14-JAN-2014	Active
TVC Holding, LLC		86156354	4592217	02-JAN-2014	26-AUG-2014	Active

	THE AUTO HELP LINE OF AMERICA					
TVC Holding, LLC	 TVC	86156252	4592214	02-JAN- 2014	26-AUG- 2014	Active
TVC Holding, LLC	 TVC	86156262	4592215	02-JAN- 2014	26-AUG- 2014	Active
TVC Holding, LLC	TVC TVC	85796388	4493490	06-DEC- 2012	11-MAR- 2014	Active
TVC Holding, LLC	TVC MATRIX TVC MATRIX	85796496	4500344	06-DEC- 2012	25-MAR- 2014	Active
TVC Holding, LLC	TVC PLUS TVC PLUS	86171252	4651795	21-JAN- 2014	09-DEC- 2014	Active
TVC Holding, LLC	 TVC PLUS ADMINISTERED BY MOTOR CLUB OF AMERICA ENTERPRISES, INC.	86171217	4658628	21-JAN- 2014	23-DEC- 2014	Active
TVC Holding, LLC	TVC PRO-DRIVER	85796423	4500343	06-DEC- 2012	25-MAR- 2014	Active

	TVC PRO-DRIVER					
TVC Holding, LLC	TVC TODAY	86156226	4575747	02-JAN-2014	29-JUL-2021	Active
TVC Holding, LLC	AUTO HELP LINE	1629841	TMA910715	06-JUN-2013	10-AUG-2015	Active
TVC Holding, LLC	 MCA MOTOR CLUB OF AMERICA & Design	1629843	TMA910708	06-JUN-2013	10-AUG-2015	Active
TVC Holding, LLC	TVC	1629839	TMA910714	06-JUN-2013	10-AUG-2015	Active
TVC Holding, LLC	 TVC & Design	1683468	TMA925768	02-JUL-2014	12-JAN-2016	Active
TVC Holding, LLC	 TVC LogoC	1683469	TMA944883	02-JUL-2014	02-AUG-2016	Active
TVC Holding, LLC	TVC MATRIX	1629840	TMA910716	06-JUN-2013	10-AUG-2015	Active

TVC Holding, LLC	TVC PRO DRIVER	1629838	TMA925382	06-JUN-2013	08-JAN-2016	Active
TVC Holding, LLC	AUTO HELP LINE OF AMERICA & Design 	90553317	N/A	01-MAR-2021	N/A	Pending
TVC Holding, LLC	THE PROS BEHIND THE PROS & Design 	90519830	N/A	09-FEB-2021	N/A	Pending
TVC Holding, LLC	TVC PRO-DRIVER & Design 	88876263	6199173	17-APR-2020	17-NOV-2020	Active

SCHEDULE B

to Intellectual Property Security Agreement

COPYRIGHTS

Copyright	Owner²	Copyright Number
RealCA Flow	TVC Enterprises, LLC	TXU000674992
Real Cash Flow	TVC Enterprises, LLC	TXU000870668

² NTD: Currently registered under prior name "TVC Enterprises, Inc."