

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642337

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DONLEN LLC		03/30/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ALTER DOMUS (US) LLC, AS COLLATERAL AGENT
Street Address:	225 W, WASHINGTON STREET, 9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3033780	DONLEN
Registration Number:	4135899	DONLEN
Registration Number:	4135898	
Registration Number:	4337466	VEHICLE OPTIMIZATION MODEL
Registration Number:	4210111	CARE
Registration Number:	3075313	DONLENDRIVER
Registration Number:	4302715	DRIVERPOINT
Registration Number:	2406561	FLEETWEB
Registration Number:	3865503	GREENDRIVER
Registration Number:	4326781	MODEL. MEASURE. MANAGE.
Registration Number:	3152396	NATIONAL AUCTION INDEX
Registration Number:	4456727	SHOPCOMPANYCARS
Registration Number:	5610421	RECALL INSIGHT
Registration Number:	2186186	SAFECARE
Registration Number:	3379494	LIFECYCLE OPTIMIZATION TOOLS
Serial Number:	88730665	DONLEN
Serial Number:	88778455	DRIVERPOINT

CH \$440.00 3033780

CORRESPONDENCE DATA**Fax Number:** 2124552502*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:** (212)455-3605**Email:** ksolomon@stblaw.com**Correspondent Name:** GENEVIEVE DORMENT, ESQ.**Address Line 1:** SIMPSON THACHER & BARTLETT LLP**Address Line 2:** 425 LEXINGTON AVENUE**Address Line 4:** NEW YORK, NEW YORK 10017**ATTORNEY DOCKET NUMBER:** 509600/0350**NAME OF SUBMITTER:** GENEVIEVE DORMENT**SIGNATURE:** /GD/**DATE SIGNED:** 04/26/2021**Total Attachments: 5**

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Notice of Grant of Security Interest in Trademarks (First Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN), dated as of March 30, 2021 (this "Agreement"), made by DONLEN LLC, a Delaware limited liability company (the "Pledgor"), in favor of ALTER DOMUS (US) LLC, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of March 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Freedom Acquirer LLC (the "Borrower"), each subsidiary of the Borrower identified therein and Alter Domus (US) LLC, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in or to any and all of all Trademarks of the United States of America of such Pledgor, including those listed on Schedule I, now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral") including all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing, provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such application under applicable federal law.

SECTION 3. **Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

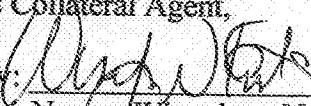
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DONLEN LLC

DocuSigned by:
By: *Eric Hiller*
Name: Eric Hiller
Title: Vice President, Chief Financial
Officer and Assistant Secretary

ALTER DOMUS (US) LLC,
as Collateral Agent.

By:


Name: Winnalynn N. Kantaris
Title: Associate General Counsel

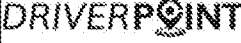
Schedule I
to Notice of Grant of Security Interest (First Lien) in Trademarks

Trademarks Owned by Freedom Acquirer LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Donlen	3033780	27-Dec-2005
	4135899	01-May-2012
Donlen Corporate (Design Only) 	4135898	01-May-2012
Vehicle Optimization Model	4337466	21-May-2013
Care	4210111	18-Sep-2012
DonlenDriver	3075313	04-Apr-2006
DriverPoint	4302715	12-Mar-2013
FleetWeb	2406561	21-Nov-2000
GreenDriver	3865503	19-Oct-2010
Model. Measure. Manage.	4326781	30-Apr-2013
National Auction Index	3152396	03-Oct-2006
Shopcompanycars	4456727	24-Dec-2013
Recall inSIGHT	5610421	20-Apr-2018
SAFECARE	2186186	01-Sep-1998
LIFECYCLE OPTIMIZATION TOOLS	3379494	05-Feb-2008
DONLEN TRUST	42793700	17-Mar-2017

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
Donlen	88730665	17-Dec-2019
	88778455	30-Jan-2020