

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648266

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Auto Trakk, L.L.C.		05/19/2021	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	CIBC Bank USA, as Administrative Agent		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5523397	AUTO TRAKK	
Registration Number:	2588252	AUTOTRAKK	
Registration Number:	4327027	AUTO TRAKK PREPAID TRANSPORTATION	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(312) 288-3586		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	Nancy Helm Brown		
Address Line 1:	2929 Allen Pkwy		
Address Line 2:	Suite 3300		
Address Line 4:	Houston, TEXAS 77019		
NAME OF SUBMITTER:	Diandra M. LaMantia		
SIGNATURE:	/Diandra M. LaMantia/		
DATE SIGNED:	05/20/2021		
Total Attachments: 7			
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS TRADEMARK COLLATERAL AGREEMENT, dated as of May 19, 2021 (this “Security Interest”), is made by AUTO TRAKK, L.L.C., a Pennsylvania limited liability company (“Grantor”), in favor of CIBC BANK USA, as Administrative Agent for the benefit of the Secured Parties (as defined in the Collateral Agreement referred to below) (the “Grantee”).

WHEREAS, reference is hereby made to (i) that certain Credit Agreement, dated as of the date hereof, among Grantor, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) and (ii) that certain Guaranty and Collateral Agreement, dated as of the date hereof, between Grantor, the other Loan Parties and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”; the Collateral Agreement together with the Credit Agreement are the “Credit Documents”); and

WHEREAS, the Credit Documents require Grantor to execute and deliver this Security Interest.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Documents, Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise noted, capitalized terms used herein without definition shall have the definitions given to them in the Credit Agreement or the Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due of all of its Obligations, Grantor does hereby pledge and grant to the Grantee, for the benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of Grantor in, to and under all of the following, or in which or to which Grantor has any rights, in each case whether now existing or hereafter from time to time acquired (the “Trademark Collateral”):

- (i) all Trademarks and all licenses providing for the grant by or to Grantor of any right under any Trademark, in each case, including, without limitation, those referred to on Schedule A hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks record this Security Interest.

SECTION 4. Credit Documents. The assignment made, and security interest granted, pursuant to this Security Interest is made and granted in conjunction with the assignment made, and security interest granted, to the Grantee pursuant to the Credit Documents, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the assignment of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Credit Documents, the terms of the Credit Documents shall control.

SECTION 5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral of Grantor, and, subject to the exercise of any right or remedy by the Grantee and Grantor further agrees that Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of Grantor with respect to all Trademark Collateral.

SECTION 6. Counterparts; Telecopied Signatures. This Security Interest and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Interest may be in the form of an electronic record and may be executed using electronic signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent of a manually signed paper communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed communication converted into another format, for transmission, delivery and/or retention. Governing Law. The validity, interpretation and enforcement of this Security Interest and any dispute arising out of or in connection with this Security Interest shall be governed by the internal laws of the State of Illinois, without regard to conflict of laws principles.


SECTION 8. Miscellaneous. This Security Interest shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective successors and permitted assigns. The Grantee may, in accordance with the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion of its rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents. Grantor may not assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by Grantor and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the

remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

AUTO TRAKK L.L.C., as Grantor

By: 
Name: Merril S. Davis
Title: Chief Executive Officer

CIBC BANK USA,
as Administrative Agent and Grantee


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

AUTO TRAKK L.L.C., as Grantor

By: _____
Name: _____
Title: _____

CIBC BANK USA,
as Administrative Agent and Grantee

By:  _____
Name: JJ Ohlrich
Title: Associate Managing Director

SCHEDULE A

TRADEMARKS REGISTRATIONS

Trademark	Reg. No.	Reg. Date	Registrant
AUTO TRAKK	5,523,397	7/24/2018	Auto Trakk, L.L.C.
AUTOTRAKK	2,588,252	7/02/2002	Auto Trakk, L.L.C.
AUTO TRAKK PREPAID TRANSPORTATION	4,327,027	4/30/2013	Auto Trakk, L.L.C.

TRADEMARK APPLICATIONS

None.