

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654078

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Repairify, Inc.		06/14/2021	Corporation: DELAWARE
Repairify Keys, LLC		06/14/2021	Limited Liability Company: DELAWARE
MobiTech International Inc.		06/14/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5491981	ASTECH	
Registration Number:	5491983	ASTECH	
Serial Number:	90301947	ASTECH CONNECT	
Serial Number:	90547888	REPAIRIFY	
Serial Number:	90598178	ASTECH	
Registration Number:	6304162	ASTECH CERTIFIED DTC FREE	
Registration Number:	3552035	HATA	
Registration Number:	3552036	HATA	
Registration Number:	5411464		
Registration Number:	5411457	MOBILE TECH RX	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		

CH \$265.00 5491981

Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 11668.513

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 06/15/2021

Total Attachments: 8

source=REVISED - 5. Repairify - Intellectual Property Security Agreement (Execution Version)#page1.tif
source=REVISED - 5. Repairify - Intellectual Property Security Agreement (Execution Version)#page2.tif
source=REVISED - 5. Repairify - Intellectual Property Security Agreement (Execution Version)#page3.tif
source=REVISED - 5. Repairify - Intellectual Property Security Agreement (Execution Version)#page4.tif
source=REVISED - 5. Repairify - Intellectual Property Security Agreement (Execution Version)#page5.tif
source=REVISED - 5. Repairify - Intellectual Property Security Agreement (Execution Version)#page6.tif
source=REVISED - 5. Repairify - Intellectual Property Security Agreement (Execution Version)#page7.tif
source=REVISED - 5. Repairify - Intellectual Property Security Agreement (Execution Version)#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Ares Capital 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 June 14, 2021 (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, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of June 14, 2021, 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”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have 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 Grantors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such 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 such 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, 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. Each 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.

GRANTORS:

REPAIRIFY KEYS, LLC

By: 

Name: Brian Seldess

Title: Chief Financial Officer and
Secretary

REPAIRIFY, INC.

By: 

Name: Brian Seldess

Title: Chief Financial Officer and
Secretary

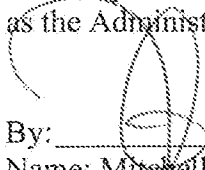
MOBITECH INTERNATIONAL INC.

By: 

Name: Brian Seldess

Title: Chief Financial Officer and
Secretary



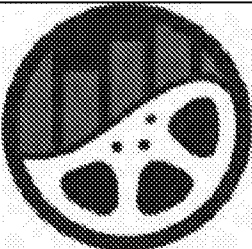
Ares Capital Corporation,
as the Administrative Agent

By: 
Name: Mitchell Goldstein
Title: Authorized Signatory

COPYRIGHTS

None.

TRADEMARKS

Mark	Jurisdiction	App. No./ App. Date	Reg. No./ Reg. Date	Status	Owner
ASTECH	US	87676260 08-NOV-2017	5491981 12-JUN-2018	Registered	REPAIRIFY, INC
ASTECH (& Design) 	US	87676309 08-NOV-2017	5491983 12-JUN-2018	Registered	REPAIRIFY, INC
ASTECH CONNECT	US	90301947 Nov-5-2020		Pending	REPAIRIFY, INC.
REPAIRIFY	US	90547888 Feb-25-2021		Pending	REPAIRIFY, INC.
ASTECH	US	90598178 Mar-23-2021		Pending	REPAIRIFY, INC.
ASTECH CERTIFIED DTC FREE and Design	US	88823984 Mar-6-2020	6304162 Mar-30-2021	Registered	REPAIRIFY, INC.
HATA (& Design) 	US	78874426 02-MAY-2006	3552035 23-DEC-2008	Registered	REPAIRIFY KEYS, LLC
HATA	US	78874432 02-MAY-2006	3552036 23-DEC-2008	Registered	REPAIRIFY KEYS, LLC
Mobile Tech RX	US	5411457	Feb. 27, 2018	Registered	MobiTech International Inc.
	US	5411464	Feb. 27, 2018	Registered	MobiTech International Inc.

PATENTS

Title	Jurisdiction	App. No./ Filing Date	Patent No./ Grant Date	Status	Owner
REMOTE VEHICLE PROGRAMMING SYSTEM AND METHOD	US	12/977830 23-DEC-2010	8688313 01-APR-2014	Granted	REPAIRIFY, INC.
REMOTE VEHICLE PROGRAMMING SYSTEM AND METHOD	US	14/219187 19-MAR-2014	9684500 20-JUN-2017	Granted	REPAIRIFY, INC.
REMOTE VEHICLE PROGRAMMING SYSTEM AND METHOD	US	15/619743 12-JUN-2017	10528334 07-JAN-2021	Granted	REPAIRIFY, INC.
REMOTE AUTOMOTIVE DIAGNOSTICS	US	16/202642 28-NOV-2018	--	Notice of Allowance Issued	REPAIRIFY, INC.
REMOTE VEHICLE COMMUNICATIONS FILTERING	US	63195485 01-JUN-2021	--	Pending	REPAIRIFY, INC.
REMOTE VEHICLE COMMUNICATIONS BITRATE DETERMINATION	US	63195490 01-JUN-2021	--	Pending	REPAIRIFY, INC.