

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658113

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRUPAYMENTS LLC		07/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	STAR MOUNTAIN DIVERSIFIED SMALL BUSINESS ACCESS FUND II, LP		
Street Address:	2 GRAND CENTRAL TOWER		
Internal Address:	140 EAST 45TH ST, 37TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	90513042	DRIVE IT NOW	
Serial Number:	88452228	CREDIT FIRST VS CREDIT LAST	
Registration Number:	6059390	RIDE IT NOW	
Registration Number:	6003639	INSPIRE A PURCHASE	
Registration Number:	5979143	TRU SHOP-BY-PAYMENT	
Registration Number:	5419401	GRAIL	
Registration Number:	5366321	FIND THE RIGHT CAR AT THE RIGHT PAYMENT	
Registration Number:	5352327	ADAPTIVE DIGITAL RETAILING	
Registration Number:	5352326	ADAPTIVE AUTO RETAILING	
Registration Number:	5313683	ANYTIME. ANYWHERE. ANYWAY.	
Registration Number:	4534242	TRUPAYMENTS	
Registration Number:	4630041	CARS BY PAYMENT	
Registration Number:	3662938	DRIVE IT NOW	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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>			

OP \$340.00 90513042

Phone: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 154502-01002

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 07/06/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is dated as of July 1, 2021 between TRUPAYMENTS LLC, a Delaware limited liability company ("Grantor"), and STAR MOUNTAIN DIVERSIFIED SMALL BUSINESS ACCESS FUND II, LP, as agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns, "Agent").

WHEREAS, pursuant to that certain Term Loan and Security Agreement, dated as of April 18, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among PURECARS TECHNOLOGIES, LLC, a Delaware limited liability company ("Technologies", and, collectively with each other Person that joins as a party to the Credit Agreement as a borrower from time to time, the "Borrowers" and each a "Borrower"), PURECARS TECHNOLOGIES INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), as a guarantor, the financial institutions which are now or which hereafter become a party thereto as lenders (collectively, the "Lenders" and each individually a "Lender") and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor has granted to Agent a lien and security interest in substantially all of its assets to secure the Obligations; and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the Intellectual Property of Grantor.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the prompt payment and performance to Agent of the Obligations under the Credit Agreement, Grantor hereby collaterally assigns, pledges and grants to Agent for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to and Lien on all of Grantor's Collateral, including all right, title and interest of Grantor in, to and under the following, whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located (collectively, the "IP Collateral"):

(a) All of Grantor's (i) copyrights, copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 1, (ii) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, and (iv) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing, collectively, the "Copyrights");

(b) All of Grantor's patents and patent applications, including (i) the patents and patent applications listed on Schedule 2, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of Grantor's rights corresponding thereto throughout the world (collectively, the "Patents");

(c) All of Grantor's trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 3, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); *provided* that no security interest shall be granted in United States intent-to-use trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or any registrations that issue therefrom under applicable federal law, and all reissues, continuations or extensions of the foregoing (as applicable); and

(d) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for any infringement of any Intellectual Property.

Notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "IP Collateral" shall not include, (i) any license, lease, contract or agreement to which such Grantor is a party and all software or related goods and/or databases licensed or provided thereunder, to the extent, but only to the extent, that such a grant would, under the terms of such license, lease contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other Applicable Law) (collectively, "Specified Assets"), *provided, however,* that, upon Agent's reasonable request, Grantor will use commercially reasonable efforts to obtain consent to the granting of a security interest in Specified Assets with a value in excess of \$250,000 to Agent (to the extent such prohibition is not otherwise unenforceable pursuant to the provisions of Article 9 of the UCC) and, if such consent is obtained, the lease, license or other agreement shall thereafter constitute "IP Collateral" hereunder and the security interest created hereunder shall extend to such lease, license or other agreement, in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, or (ii) any rights or property, including, without limitation, any intent-to-use trademark applications, to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest in such rights or property or would otherwise result in a material loss of rights from the creation of such security interest therein (other than to the extent that any such term would be rendered

ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other Applicable Law); provided, that, with respect to each of the foregoing clauses (i) - (ii), immediately upon the ineffectiveness, lapse or termination of any such restriction, the Collateral shall include, and such Credit Party shall be deemed to have granted a security interest in, all such rights and interests or other assets, as the case may be, as if such provision had never been in effect.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Credit Agreement, the Credit Agreement shall control.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1, Schedule 2 and Schedule 3 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Without limiting any Grantor's obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1, Schedule 2 or Schedule 3 to include any such new IP Collateral of Grantor identified in a written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any schedule hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on the schedules hereto.

7. GOVERNING LAW. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, applied to contracts to be performed wholly within the State of New York.

8. COUNTERPARTS. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

9. CONSTRUCTION. All references herein to Sections and Schedules shall be construed to refer to Sections of and Schedules to this Agreement, except where the context clearly requires otherwise. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

10. TERMINATION. The security interests, liens and rights granted to Agent and Lenders hereunder shall continue in full force and effect until Payment in Full, or until Agent has terminated

this Agreement in writing. Accordingly, each Borrower waives any rights which it may have under the Uniform Commercial Code to demand the filing of termination statements with respect to the IP Collateral, and Agent shall not be required to send such termination statements to Borrowers, or to file them with any filing office, unless and until Payment in Full or this Agreement shall have been terminated in accordance with its terms. All representations, warranties, covenants, waivers and agreements contained herein shall survive termination hereof until Payment in Full.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

TRUPAYMENTS LLC

By: 
Name: Kevin Ma
Title: President

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 007346 FRAME: 0803

SCHEDULE 1

Copyrights

None.

SCHEDULE II

Patents

Patent Name	Jurisdiction	Reg. Date (App. Date)	Patent No. (App. No.)
SYSTEMS AND METHODS FOR IDENTIFYING ITEMS OF COLLATERAL AVAILABLE TO A CONSUMER PURSUANT TO PRE-QUALIFIED FINANCE TERMS THAT ARE CONSISTENT WITH CONSUMER SPECIFIED PAYMENT CRITERIA	USA	(October 4, 2012)	(13644931)
SYSTEMS AND METHODS FOR DISPLAYING VEHICLES TO AN ONLINE SHOPPER IN SHOP-BY-PAYMENT FORMAT BASED ON ACTUAL MONTHLY PAYMENT AMOUNT	USA	(August 13, 2018)	(16102508)

Schedules to Intellectual Property Security Agreement

154502.01002/126188553v.2

TRADEMARK
REEL: 007346 FRAME: 0805

SCHEDULE III

Trademarks

Mark Name	Jurisdiction	Reg. Date (App. Date)	Reg. No. (App. No.)
DRIVE IT NOW	USA	(February 5, 2021)	(90513042)
CREDIT FIRST VS CREDIT LAST	USA	(May 30, 2019)	(88452228)
RIDE IT NOW	USA	May 19, 2020	6059390
INSPIRE A PURCHASE	USA	March 3, 2020	6003639
TRU SHOP-BY-PAYMENT	USA	February 4, 2020	5979143
GRAIL	USA	March 6, 2018	5419401
FIND THE RIGHT CAR AT THE RIGHT PAYMENT	USA	December 26, 2017	5366321
ADAPTIVE DIGITAL RETAILING	USA	December 5, 2017	5352327
ADAPTIVE AUTO RETAILING	USA	December 5, 2017	5352326
ANYTIME. ANYWHERE. ANYWAY.	USA	October 17, 2017	5313683
TRUPAYMENTS	USA	May 20, 2014	4534242
CARS BY PAYMENT	USA	October 28, 2014	4630041
DRIVE IT NOW	USA	August 4, 2009	3662938
CREDIT FIRST VS CREDIT LAST	USA	May 30, 2019	88/452,228
DRIVE IT NOW	USA	February 5, 2021	90513042