

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676401

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Driven, Inc.		09/23/2021	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 S. Wacker Dr., 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3672456	DRIVEN	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	312-863-7267		
Email:	jaclyn.di.grande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7428.021		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	09/23/2021		
Total Attachments: 5			
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OP \$40.00 3672456

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 23, 2021, by DRIVEN, INC., a Virginia corporation ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent ("Agent") for the Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof, by and among Innovative Discovery, LLC, a Delaware limited liability company ("Innovative"), Driven Intermediate Holdings, Inc., a Delaware corporation ("DIH" and, together with Innovative, the "Borrowers"), the financial institutions from time to time party thereto (the "Lenders") and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and the Lenders have agreed to extend credit to Borrowers;

WHEREAS, Agent and the Lenders extended credit to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Lenders, that certain Amended and Restated Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Lenders, this Trademark Security Agreement.

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 Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Pursuant to the Collateral Agreement, Grantor granted to Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral" provided, that, the Trademark Collateral shall exclude any Excluded Property):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule I; and

(b) the right to obtain all renewals thereof.

3. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic means (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

4. GOVERNING LAW. This Trademark Security Agreement shall be a contract made under and governed by the internal laws of the state of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

[signature page follows]

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

DRIVEN, INC.

By: 
Name: Brian Cunningham
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent


By: Drew Guyette (sep 21, 2021 20:18 CDT)
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
Driven	77664092	3672456	08/25/2009