

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOLT ON TECHNOLOGY, LLC		10/01/2021	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	RF INVESTMENT PARTNERS SBIC, LP, as Agent		
Street Address:	150 N. Wacker Drive, Suite 2160		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5053537	BOLT ON TECHNOLOGY	
Registration Number:	5927994	XOXO CAR	
Serial Number:	88854044	NEXTGEAR	
Serial Number:	88854062	NG NEXTGEAR	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	389911-15		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	10/01/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2021, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of RF INVESTMENT PARTNERS SBIC, LP (“*RF Investment*”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “*Agent*”) for the Lenders (as defined in the Loan Agreement referred to below) and the other Lenders.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Loan Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the “*Loan Agreement*”), by and among the Borrowers, the other Company Parties from time to time party thereto, the Lenders from time to time party thereto and RF Investment, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), to guarantee the Obligations (as defined in the Loan Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Lenders, and grants to Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Electronic Signatures. Signatures on behalf of any party transmitted by facsimile or by electronic media or similar means shall be deemed original signatures for all purposes. A digital reproduction, portable document format (“ .pdf”) or other reproduction of this Trademark Security Agreement may be executed and delivered by electronic signature complying with the U.S. federal E-SIGN Act of 2000 (including signature via DocuSign, RightSignature or similar services), electronic mail or any similar electronic transmission device pursuant to which the signatures of or on behalf of can such party be seen.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of law or choice of law principles except as set forth in Section 5-1401 of the New York General Obligations Law.

[Signature Pages Follow]


IN WITNESS WHEREOF, each 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.

The undersigned hereby acknowledges and agrees that, immediately upon the effectiveness of the Restatement Date Acquisition (as such term is defined in the Amended and Restated Loan Agreement), the undersigned is joined to this Trademark Security Agreement as a Grantor:

BOLT ON TECHNOLOGY, LLC,

as Grantor

By: _____



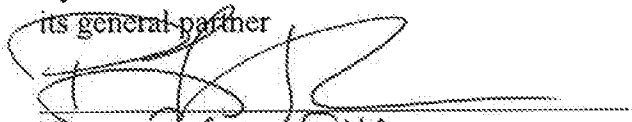
Name: Michael Ciaglia

Title: President

ACCEPTED AND AGREED
as of the date first above written:

RF INVESTMENT PARTNERS SBIC, LP, as Agent

By: RF INVESTMENT PARTNERS, LLC,
its general partner



Name: *Peter Follen*
Title: *Managing Member*


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date	Status of Mark	Owner/ Applicant
BOLT ON TECHNOLOGY BOLT ON TECHNOLOGY	5053537	10/4/2016	Registered Use Application	BOLT ON TECHNOLOGY, LLC
XOXO CAR	5927994	12/3/2019	Registered Use Application	BOLT ON TECHNOLOGY, LLC

2. TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date	Status of Mark	Owner/ Applicant
NEXTGEAR	88854044	3/31/2020	Trademark published for opposition	BOLT ON TECHNOLOGY, LLC
	88854062	3/31/2020	Application Filed	BOLT ON TECHNOLOGY, LLC