

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JP Piccinini Real Estate Services, LLC		12/10/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Israel Discount Bank of New York		
Street Address:	1114 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Chartered Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6171016	JPAR	
Registration Number:	5946013	JPAR EXCEEDING EXPECTATIONS	
Registration Number:	5357909	JPAR	
Registration Number:	6108944	SUCCESS SUPERSTARS	
Registration Number:	5950924	B.O.S.S.S. BROKER ONE STOP SHOP SYSTEM	
Registration Number:	5367610	EXCEEDING EXPECTATIONS	
Registration Number:	5239070	JP & ASSOCIATES REALTORS EXCEEDING EXPEC	
Registration Number:	4358022	PRIVATELABEL	
Registration Number:	3551487	PRIVATE LABEL REALTY	
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:	415-591-1000		
Email:	TrademarksSF@winston.com		
Correspondent Name:	Laura M. Franco		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Laura M. Franco		

CH \$240.00 6171016

SIGNATURE:	/Laura M. Franco/
DATE SIGNED:	12/10/2021
Total Attachments: 6 source=Roadtrek - Trademark Security Agreement - [EXECUTED VERSION]_(16252145)_(1)#page1.tif source=Roadtrek - Trademark Security Agreement - [EXECUTED VERSION]_(16252145)_(1)#page2.tif source=Roadtrek - Trademark Security Agreement - [EXECUTED VERSION]_(16252145)_(1)#page3.tif source=Roadtrek - Trademark Security Agreement - [EXECUTED VERSION]_(16252145)_(1)#page4.tif source=Roadtrek - Trademark Security Agreement - [EXECUTED VERSION]_(16252145)_(1)#page5.tif source=Roadtrek - Trademark Security Agreement - [EXECUTED VERSION]_(16252145)_(1)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of December 10, 2021 by **JP PICCININI REAL ESTATE SERVICES, LLC**, a Texas limited liability company (the “**Grantor**”) in favor of **ISRAEL DISCOUNT BANK OF NEW YORK**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of December 10, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing with the exception of intent to use applications for any of the foregoing, and including, but not limited to (i) the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit. (collectively, the “**Trademarks**”).

(b) All trade secrets and all other confidential or proprietary information and know-how constituting trade secrets regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such trade secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit. (collectively, the “**Trade Secrets**”).

(c) All licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use or other right to any Trademark or Trade Secret, including, without limitation, (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with

the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (iv) all Proceeds of the foregoing, including Trademark licenses, royalties, income, payments, claims, damages, and proceeds of suit.

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

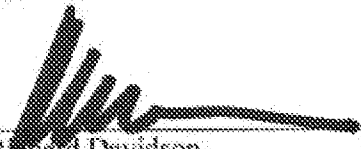
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security 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 Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

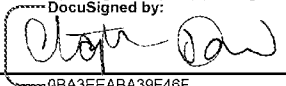
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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

JP PICCININI REAL ESTATE SERVICES, LLC,
as a Grantor

By: 
Name: Richard Davidson
Title: President

ISRAEL DISCOUNT BANK OF NEW YORK, as
Collateral Agent

By:  _____

Name: Christopher Dowd

Title: Senior Vice President

DocuSigned by:
Barry Solomon

By: _____

Name: Barry Solomon

Title: First Vice President