

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695666

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Urgent.ly, Inc.		12/16/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Agent		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	90880343	ROADSIDE-AS-A-SERVICE	
Serial Number:	88527068	ROADSIDE INNOVATION	
Registration Number:	5464369	TRIPPASS	
Registration Number:	5453455	THINK BEYOND THE DISPATCH	
Registration Number:	5464100	FAMILYVIEW	
Registration Number:	5464095	HUMAN-CENTRIC ROADSIDE PLATFORM	
Registration Number:	5463815	SMARTLEARNING	
Registration Number:	5463806	HUMAN-CENTRIC ROADSIDE ASSISTANCE	
Registration Number:	5284767	U URGENT.LY	
Registration Number:	5265725	URGENT.LY	
Registration Number:	5248642	#INEEDATOW	
Registration Number:	5453464	OPT INTO TRANSPARENCY	
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>			
Email:	khenning@kslaw.com		
Correspondent Name:	Kelly Henning		
Address Line 1:	1180 Peachtree St. NE		
Address Line 4:	Atlanta, GEORGIA 30309		

CH \$315.00 90880343

NAME OF SUBMITTER:	Kelly Henning
SIGNATURE:	/Kelly Henning/
DATE SIGNED:	12/17/2021
Total Attachments: 11 source=Urgent.ly - IP Security Agreement_(Executed)#page1.tif source=Urgent.ly - IP Security Agreement_(Executed)#page2.tif source=Urgent.ly - IP Security Agreement_(Executed)#page3.tif source=Urgent.ly - IP Security Agreement_(Executed)#page4.tif source=Urgent.ly - IP Security Agreement_(Executed)#page5.tif source=Urgent.ly - IP Security Agreement_(Executed)#page6.tif source=Urgent.ly - IP Security Agreement_(Executed)#page7.tif source=Urgent.ly - IP Security Agreement_(Executed)#page8.tif source=Urgent.ly - IP Security Agreement_(Executed)#page9.tif source=Urgent.ly - IP Security Agreement_(Executed)#page10.tif source=Urgent.ly - IP Security Agreement_(Executed)#page11.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **Intellectual Property Security Agreement** is made as of December 16, 2021 (this “*IP Security Agreement*”), by and between **Urgent.ly, Inc.**, a Delaware corporation (“*Debtor*”), and **Alter Domus (US) LLC**, as collateral agent and administrative agent on behalf of the Lenders (as defined below) (in such capacities, the “*Agent*”).

RECITALS

A. Agent, Debtor and the lender(s) party thereto (collectively, the “*Lender*”) are entering into that certain Loan and Security Agreement dated as of December 16, 2021 (as the same may be modified, amended, supplemented, restated, amended and restated, superseded or otherwise modified from time to time, the “*LSA*”) whereby Lender is to provide Advances and other financial accommodations to Debtor pursuant to the terms of the LSA. Terms not defined herein shall the meanings ascribed to them in the LSA.

B. It is a condition precedent to the effectiveness of the LSA that the parties hereto shall have executed and delivered this IP Security Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt and complete payment and performance of all of Debtor’s present or future Obligations under the Loan Documents, Debtor hereby grants Agent, for itself and the benefit of Lender, a security interest in and to Debtor’s entire right, title and interest in, to and under the following, now or hereafter existing, created, acquired or held by Debtor (all of which shall collectively be called the “*IP Collateral*”):

- a. Any and all copyright rights (whether statutory or common law, whether arising or registered in the United States or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished), copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, together with any and all (i) rights and privileges arising under applicable law with respect thereto and (ii) renewals and extensions thereof, including, without limitation, those set forth on *Exhibit A* attached hereto and incorporated herein by this reference (collectively, the “*Copyrights*”).
- b. Any and all trade secrets;
- c. Any and all design rights which may be available to Debtor;
- d. All issued patents, patent applications and like protections including without limitation rights and privileges arising under applicable law with respect thereto (whether issued or filed in the United States or any other country or any political subdivision thereof), inventions, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, those set forth on *Exhibit B* attached hereto and incorporated herein by this reference (collectively, the “*Patents*”);
- e. Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections (whether filed with the USPTO or any similar offices in any State of the United States, or any other country or any political subdivision thereof), and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, together with any and all (i) rights

and privileges arising under applicable law, (ii) extensions and renewals thereof and (iii) rights corresponding thereto throughout the world, including, without limitation, those set forth on *Exhibit C* attached hereto and incorporated herein by this reference (collectively, the “*Trademarks*”);

- f. Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- g. All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- h. All amendments, renewals and extensions of any of the Copyrights, Patents or Trademarks; and
- i. All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, in no event shall the IP Collateral include: (a) any lease, license, contract, property rights or agreement to which Debtor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of Debtor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9406, 9407, 9408 or 9409 of the Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided that the IP Collateral shall include and such security interest shall attach immediately (x) at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above and (y) to any all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing such lease, licenses, contract, property right or agreement; or (b) any intent-to use Trademark applications prior to the filing of a “Statement of Use”, “Amendment to Allege Use” or similar filing with regard thereto, to the extent and solely during the period, in which the grant of a security interest therein may impair the validity or enforceability of any Trademark that may issue from such intent to use Trademark application under applicable law. The security interest granted pursuant to this IP Security Agreement shall automatically terminate when the security interest granted to Agent pursuant to the LSA terminates, and Agent shall, at Debtor’s request and expense, execute, acknowledge, and deliver to the Debtor an instrument in writing in recordable form releasing the security interest granted under this IP Security Agreement.

- 2. **AUTHORIZATION AND REQUEST.** Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security interest.
- 3. **COVENANTS AND WARRANTIES.** Debtor represents, warrants, covenants and agrees as of the Closing Date as follows:
 - a. Debtor is now the sole owner of the IP Collateral, except for licenses granted by Debtor to its customers or other third parties in the ordinary and normal course of business and for intellectual property licensed to Debtor, in each case as permitted under the LSA;

- b. Performance of this IP Security Agreement will not cause an event of default of any material agreement to which Debtor is a party or by which Debtor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Security Agreement constitutes an assignment;
- c. During the term of this IP Security Agreement, Debtor will not Transfer the IP Collateral, except for Permitted Transfers;
- d. To its knowledge, each of the Patents that is material to its business is valid and enforceable, and no part of the IP Collateral that is material to its business has been judged invalid or unenforceable, in whole or in part, and no claim has been made to Debtor that any part of the IP Collateral violates the rights of any third party;
- e. Debtor shall (i) protect, defend and maintain the validity and enforceability of the Copyrights, Patents and Trademarks material to Debtor's business in the ordinary course of business and in Debtor's good faith judgment, (ii) use commercially reasonable efforts in the ordinary course of business to detect infringements of the Copyrights, Patents and Trademarks and promptly advise Agent in writing of material infringements detected in material registered Copyrights, Patents and Trademarks and (iii) not allow any registered Copyrights, Patents or Trademarks material to Debtor's business to be abandoned, forfeited or dedicated to the public without the written consent of Agent, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment is appropriate;
- f. Debtor shall, from time to time, execute and file such other instruments, and take such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the IP Collateral;
- g. This IP Security Agreement creates, and in the case of after acquired IP Collateral, this IP Security Agreement will create at the time Debtor first has rights in such after acquired IP Collateral, in favor of Agent a valid and perfected first priority security interest in the IP Collateral in the United States securing the payment and performance of all Obligations of Debtor to Agent under the Loan Documents, upon making the filings referred to in **Section 3.h.** below and subject only to Permitted Liens;
- h. To its knowledge, except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark office with respect to the Patents and Trademarks, (2) the Register of Copyrights with respect to the Copyrights and (3) the UCC Division of the Delaware Secretary of State, necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this IP Security Agreement by Debtor in the United States or (b) for the perfection in the United States or the exercise by Agent of its rights and remedies hereunder;
- i. All information heretofore, herein or hereafter supplied to Agent by or on behalf of Debtor with respect to the IP Collateral is accurate and complete in all material respects; and

- j. Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Agent's prior written consent, which consent shall not be unreasonably withheld. Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Debtor's rights and interests in any property included within the definition of the IP Collateral acquired under such contracts.
4. **AGENT'S RIGHTS.** Agent shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required under this IP Security Agreement to take but which Debtor fails to take, after ten (10) days' notice to Debtor. Debtor shall reimburse and indemnify Agent for all reasonable costs and reasonable expenses (including legal fees) incurred in the reasonable exercise of its rights under this **Section 4**.
5. **FURTHER ASSURANCES; ATTORNEY IN FACT.**
- a. At any time and from time to time Debtor shall execute and deliver such further instruments and take such further action as may reasonably be requested by Agent to effect the purposes of this IP Security Agreement.
 - b. Debtor hereby irrevocably appoints Agent as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, (i) to modify, in its reasonable discretion upon updates to same, **Exhibit A**, **Exhibit B** or **Exhibit C** of this IP Security Agreement without first obtaining Debtor's approval of or signature to such modification by amending hereof, as appropriate, to include reference to any material right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims any right, title or interest, (ii) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the IP Collateral without the signature of Debtor where permitted by law and (iii) after the occurrence and during the continuance of an Event of Default, exercise its remedies as a secured creditor under all applicable law.
6. **EVENTS OF DEFAULT.** Debtor's breach of this IP Security Agreement or the occurrence of an Event of Default under the LSA shall constitute an "*Event of Default*" under this IP Security Agreement.
7. **REMEDIES.** Upon the occurrence and during the continuance of an Event of Default, Agent shall have the right to exercise all the remedies of a secured party under applicable law, including, without limitation, the right to require Debtor to assemble the IP Collateral and any tangible property in which Agent has a security interest and to make it available to Agent at a place designated by Agent. Agent shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Agent to exercise its rights and remedies upon the occurrence and during the continuance of an Event of Default. Debtor will pay any Lender Expenses incurred by Agent in connection with the exercise of any of Agent's rights hereunder, including, without limitation, any expense incurred in disposing of the IP Collateral. All of Agent's rights and remedies with respect to the IP Collateral shall be cumulative.
8. **INDEMNITY.** Debtor agrees that **Section 10.3** of the LSA also applies to this IP Security Agreement, *mutatis mutandis*.

9. **NO FAILURE OR DELAY.** No failure or delay on the part of Agent, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.
10. **ATTORNEYS' FEES.** If any action relating to this IP Security Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.
11. **AMENDMENTS.** This IP Security Agreement may be amended only by a written instrument signed by Agent and Debtor, except amendments made pursuant to **Section 5.b.(i)** hereto.
12. **COUNTERPARTS.** This IP Security Agreement may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by telecopy or other electronic imaging means (e.g. PDF by email) shall be effective as delivery of a manually executed counterpart. This IP Security Agreement and any notices delivered under this Agreement may be executed by means of (i) an electronic signature that complies with the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this IP Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

13. **GOVERNING LAW.** New York law governs this IP Security Agreement without regard to principles of conflicts of law. Each party hereto submits to the exclusive jurisdiction of the State and Federal courts in New York, New York; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the IP Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Agent. Debtor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Debtor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or *forum non conveniens* and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Debtor hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to such party at the address set forth in, or subsequently provided by such party in accordance with, **Section 11** of the LSA and that service so made shall be deemed completed upon the earlier to occur of a party's actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

14. **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS IP SECURITY AGREEMENT OR ANY CONTEMPLATED TRANSACTION UNDER THIS IP SECURITY

AGREEMENT, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS IP SECURITY AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

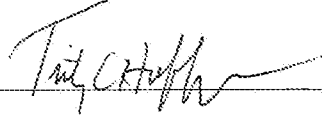
15. CONFLICT. In the event of a conflict between any term and/or provision contained in this IP Security Agreement with any term and/or provision contained in any of LSA, the term and/or provision of the LSA shall govern unless otherwise determined by Agent.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement on the day and year first above written.

DEBTOR:

URGENT.LY, INC.

By: 

Name: Timothy C. Huffmyer

Title: Chief Financial Officer

AGENT:

ALTER DOMUS (US) LLC

By: _____

Name:

Title:

[Signature Page to IP Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement on the day and year first above written.

DEBTOR:

URGENT.LY, INC.

By: _____

Name:

Title:

AGENT:

ALTER DOMUS (US) LLC

By: 

Name: Emily Ergang Pappas

Title: Head of Legal, North America

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007533 FRAME: 0855

Exhibit A

COPYRIGHTS

REGISTERED COPYRIGHTS: None

APPLICATIONS: None

Exhibit B

U.S. AND NON U.S. PATENTS AND PATENT APPLICATIONS

ISSUED PATENTS: None

APPLICATIONS: None

Exhibit C

U.S. AND NON U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTERED TRADEMARKS:

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Urgent.Ly Inc.	ROADSIDE-AS-A-SERVICE	90880343	August 12, 2021
Urgent.Ly Inc.	ROADSIDE INNOVATION	88527068	July 22, 2019
Urgent.Ly Inc.	TRIPPASS	5464369	May 8, 2018
Urgent.Ly Inc.	OPT INTO TRANSPARENCY	5453464	April 24, 2018
Urgent.Ly Inc.	THINK BEYOND THE DISPATCH	5453455	April 24, 2018
Urgent.Ly Inc.	FAMILYVIEW	5464100	May 8, 2018
Urgent.Ly Inc.	HUMAN-CENTRIC ROADSIDE PLATFORM	5464095	May 8, 2018
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Urgent.Ly Inc.	U URGENT.LY	5284767	September 12, 2017
Urgent.Ly Inc.	URGENT.LY	5265725	August 15, 2017
Urgent.Ly Inc.	#INEEDATOW	5248642	July 25, 2017

APPLICATIONS: None