

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM696946

|                                   |                                    |                                    |  |
|-----------------------------------|------------------------------------|------------------------------------|--|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                     |                                    |  |
| <b>NATURE OF CONVEYANCE:</b>      | SECURITY INTEREST                  |                                    |  |
| <b>CONVEYING PARTY DATA</b>       |                                    |                                    |  |
| <b>Name</b>                       | <b>Formerly</b>                    | <b>Execution Date</b>              | <b>Entity Type</b>                     |
| PRO PARK, INC.                    |                                    | 12/13/2021                         | Corporation: CONNECTICUT               |
| PROPARK AMERICA NEW YORK, LLC     |                                    | 12/13/2021                         | Limited Liability Company: CONNECTICUT |
| PROPARK AMERICA WEST, LLC         |                                    | 12/13/2021                         | Limited Liability Company: CONNECTICUT |
| PROPARK KEI LLC                   |                                    | 12/13/2021                         | Limited Liability Company: CONNECTICUT |
| WINPRO PARKING, LLC               |                                    | 12/13/2021                         | Limited Liability Company: DELAWARE    |
| WINPARK MANAGEMENT LLC            |                                    | 12/13/2021                         | Limited Liability Company: DELAWARE    |
| <b>RECEIVING PARTY DATA</b>       |                                    |                                    |  |
| <b>Name:</b>                      | THE WASHINGTON TRUST COMPANY       |                                    |  |
| <b>Street Address:</b>            | 23 Broad Street                    |                                    |  |
| <b>City:</b>                      | Westerly                           |                                    |  |
| <b>State/Country:</b>             | RHODE ISLAND                       |                                    |  |
| <b>Postal Code:</b>               | 02891                              |                                    |  |
| <b>Entity Type:</b>               | State Chartered Bank: RHODE ISLAND |                                    |  |
| <b>PROPERTY NUMBERS Total: 21</b> |                                    |                                    |  |
| <b>Property Type</b>              | <b>Number</b>                      | <b>Word Mark</b>                   |  |
| <b>Serial Number:</b>             | 88515581                           | PROPARK MOBILITY                   |  |
| <b>Serial Number:</b>             | 88357248                           | JIFFY AIRPORT PARKING              |  |
| <b>Serial Number:</b>             | 88153237                           | CLOUDPARK REMOTE MANAGEMENT CENTER |  |
| <b>Serial Number:</b>             | 88153157                           | CLOUDPARK REMOTE MANAGEMENT CENTER |  |
| <b>Serial Number:</b>             | 86530153                           | PARK ON!                           |  |
| <b>Serial Number:</b>             | 86529928                           | PARKTROVE                          |  |
| <b>Serial Number:</b>             | 86546746                           | THE EXACT RIGHT WAY                |  |
| <b>Serial Number:</b>             | 85513047                           | NANOMAX                            |  |
| <b>Serial Number:</b>             | 78886454                           | (P)                                |  |
| <b>Serial Number:</b>             | 77980890                           | NANOMAX                            |  |
| <b>Serial Number:</b>             | 77902137                           | BLUE SKY                           |  |

OP \$540.00 88515581

| Property Type  | Number   | Word Mark                               |
|----------------|----------|---|
| Serial Number: | 77698015 | PARKING PEOPLE                          |
| Serial Number: | 76537127 | THE PERFECT PARKING MOMENT              |
| Serial Number: | 76300949 | SHERPA SERVICE                          |
| Serial Number: | 76258753 | PROPARK AMERICA                         |
| Serial Number: | 76258751 | PROPARK AMERICA                         |
| Serial Number: | 75156477 | PROPARK                                 |
| Serial Number: | 86620747 | PARK FRESH                              |
| Serial Number: | 87019027 | CLOUDPARK OFFICE TOWER PARKING SOFTWARE |
| Serial Number: | 78244035 | WINPARK                                 |
| Serial Number: | 75113047 | WINPARK                                 |

**CORRESPONDENCE DATA**

**Fax Number:** 8605482680

*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.*

**Phone:** 860-548-2645

**Email:** cguilmette@uks.com

**Correspondent Name:** John F. Wolter, Esquire

**Address Line 1:** 100 Pearl Street

**Address Line 2:** Updike, Kelly & Spellacy, P.C.

**Address Line 4:** Hartford, CONNECTICUT 06103

**NAME OF SUBMITTER:** CHRISTINE GUILMETTE

**SIGNATURE:** /CHRISTINE GUILMETTE/

**DATE SIGNED:** 12/22/2021

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of December 13, 2021 by PRO PARK, INC., a Connecticut corporation, PROPARK AMERICA NEW YORK, LLC, a Connecticut limited liability company, PROPARK AMERICA WEST, LLC, a Connecticut limited liability company, PROPARK KEI LLC, a Connecticut limited liability company, WINPRO PARKING, LLC, a Delaware limited liability company, and WINPARK MANAGEMENT LLC, a Delaware limited liability company (collectively, “Debtor”), each with an office located at One Union Plaza, Hartford, Connecticut 06103, for the benefit of THE WASHINGTON TRUST COMPANY, a Rhode Island state chartered bank, with its office located at 23 Broad Street, Westerly, Rhode Island 02891 (“Secured Party” or “Lender”).

### RECITALS

WHEREAS, Debtor has entered into a certain Master Credit Agreement dated as of the date hereof (as amended and in effect from time to time the “Credit Agreement”) with Lender pursuant to which Lender, subject to the terms and conditions contained therein, is to continue and make loans, advances and other extensions of credit to Debtor; and

WHEREAS, it is a condition precedent to the obligation of Lender to continue and make loans, advances and other extensions of credit to the Debtor under the Credit Agreement that the Debtor shall execute that certain Security Agreement dated as of the date hereof (as amended and in effect from time to time, the “Security Agreement”), pursuant to which Debtor shall grant to Secured Party a security interest in the Collateral (as defined by the Security Agreement), including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined herein), listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Debtor must hereby execute and deliver this Intellectual Property Security Agreement to Secured Party.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS. Unless otherwise defined herein, terms which are defined in the Security Agreement and used herein are so used as so defined. The following terms shall have the following meanings:

“Copyrights” means (a) all copyrights of the United States or any other country, including, without limitation, any thereof referred on Schedule A attached hereto; and (b) all copyright registrations filed in the United States or in any other country, including, without limitation, any thereof referred to on Schedule A attached hereto.

“Domain Names” means all domain names and domain name registration applications, that are owned by Debtor or in which Debtor has any right, title or interest, now or in the future, including those listed on Schedule A attached hereto.

“ICANN” means the Internet Corporation for Assigned Names and Numbers.

“Patents” means (a) all letters patent of the United States and all reissues and extensions thereof; and (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to on Schedule A attached hereto.

“Registry” means, as applicable, (i) any domain name registry with whom the Domain Names are registered, (ii) the United States Copyright Office or any comparable office of any foreign jurisdiction with whom Copyrights are registered, or (iii) the United States Patent & Trademark Office or any comparable office of any state or foreign jurisdiction with whom Trademarks or Patents are registered.

“Trademarks” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, logos and other source or business identifiers and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered 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, including, without limitation, any thereof referred to on Schedule A attached hereto; (b) all renewals thereof; and (c) all goodwill of the business connected with the use of and symbolized by the Trademarks.

## 2. SECURITY INTEREST.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Obligations, Debtor hereby unconditionally grants to Secured Party a continuing security interest in and a lien on the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral (as defined in the Security Agreement), and all proceeds of any of the foregoing. Debtor hereby authorizes Secured Party to take other appropriate steps to transfer effective ownership and control of such Domain Names, Trademarks, Patents and Copyrights, with the respective Registry upon the occurrence and during the continuance of an Event of Default and the exercise of the remedies of Secured Party under the Credit Agreement and the Security Agreement.

2.2. Supplemental Security Agreement. Pursuant to the Security Agreement, Debtor has granted to Secured Party, a continuing security interest in and lien on the Collateral (including certain Domain Names, Trademarks, Patents and Copyrights). The Security Agreement, and all rights and interests of Secured Party in and to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) thereunder, are hereby ratified and confirmed in all respects, and are hereby incorporated herein by reference thereto. In no event shall this Agreement, the grants hereunder, or the recordation of this Agreement (or any

document hereunder) with the respective Registry, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of Secured Party in the Collateral (including the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the Code (including the security interest in such Domain Names, Trademarks, Patents and Copyrights), or any present or future rights and interests of Secured Party in and to the Collateral under or in connection with the Security Agreement, this Agreement or the Code. Any and all rights and interests of Secured Party in and to the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral (and any and all Obligations of Debtor with respect to such Domain Names, Trademarks, Patents and Copyrights) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Secured Party (and the Indebtedness of Debtor) in, to or with respect to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. SECURED PARTY ASSUMES NO LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

**3. AFTER-ACQUIRED DOMAIN NAMES, ETC.**

3.1. After-Acquired Domain Names, Copyrights, Trademarks and Patents. If, before the Obligations shall have been finally paid and satisfied in full, Debtor shall obtain any right, title or interest in or to any other or new Domain Names, Trademarks, Copyrights or Patents that constitute Collateral, or become entitled to the benefit of any such Domain Names, Trademarks, Copyrights or Patents or any variation or improvement on any of such Collateral, the provisions of this Agreement and the Security Agreement shall automatically apply thereto. Debtor shall give to Secured Party, on an annual basis and in each case within thirty (30) days of the anniversary of the date first set forth above, notice in writing of any such after-acquired Collateral acquired after the date hereof or previous annual notice, as applicable, and execute and deliver to Secured Party such documents or instruments as Secured Party may reasonably request further to implement, preserve or evidence the interests of Secured Party therein.

3.2. Amendment to Schedule. Debtor authorizes Secured Party to modify this Agreement and the Assignment, without the necessity of Debtor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment hereto to include any future or other Domain Names, Trademarks, Copyrights or Patents under Section 2 or Section 3 hereof that constitute Collateral and/or to delete Domain Names, Trademarks, Copyrights or Patents terminated by Debtor pursuant to the Security Agreement.

**4. NO ASSUMPTION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SECURED PARTY ASSUMES NO LIABILITIES OF THE DEBTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE DEBTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE DOMAIN NAMES, COPYRIGHTS, TRADEMARKS OR PATENTS THAT CONSTITUTE COLLATERAL, OR**

ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE DEBTOR.

5. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies of Secured Party with respect to the Domain Names, Copyrights, Trademarks and Patents that constitute Collateral, whether established hereby, by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of Secured Party contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Collateral granted to Secured Party, under the Security Agreement.

6. AMENDMENT AND WAIVER. This Agreement may only be amended, and any provision hereunder may only be waived, pursuant to the Security Agreement.

7. FILINGS. Secured Party may at any time and from time to time, at Debtor's expense, file, or have Secured Party's representatives or agents file, a copy of this Agreement with the United States Patent & Trademark Office, the United States Copyright Office or any other filing authority.

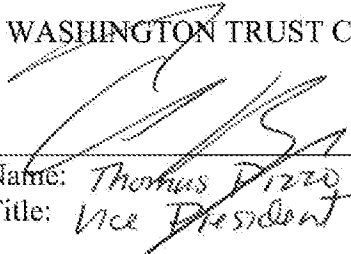
8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

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[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the foregoing Intellectual Property Security Agreement is signed and delivered on the date first set forth above.

THE WASHINGTON TRUST COMPANY

By:   
Name: *Thomas Pizzo*  
Title: *Vice President*

PRO PARK, INC.

By: \_\_\_\_\_  
Name:  
Title:

PROPARK AMERICA NEW YORK, LLC

By: \_\_\_\_\_  
Name:  
Title:

PROPARK AMERICA WEST, LLC

By: \_\_\_\_\_  
Name:  
Title:

PROPARK KEI LLC

By: \_\_\_\_\_  
Name:  
Title:

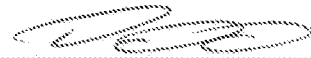
[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the foregoing Intellectual Property Security Agreement is signed and delivered on the date first set forth above.

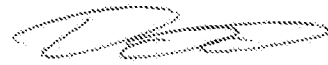
THE WASHINGTON TRUST COMPANY

By: \_\_\_\_\_  
Name:  
Title:


PRO PARK, INC.

By:  \_\_\_\_\_  
Name: David Schmid  
Title: Authorized Person


PROPARK AMERICA NEW YORK, LLC

By:  \_\_\_\_\_  
Name: David Schmid  
Title: Authorized Person

PROPARK AMERICA WEST, LLC

By:  \_\_\_\_\_  
Name: David Schmid  
Title: Authorized Person


PROPARK KEI LLC

By:  \_\_\_\_\_  
Name: David Schmid  
Title: Authorized Person




[Signature Page to Intellectual Property Security Agreement]

WINPRO PARKING, LLC

By:   
Name: David Schmid  
Title: Authorized Person

WINPARK MANAGEMENT LLC

By:   
Name: David Schmid  
Title: Authorized Person

**Schedule A – Registered IP**

**Trademarks**

| <b>Serial Number</b> | <b>Reg. Number</b> | <b>Word Mark</b>                        | <b>Class(es)</b> | <b>Registrant</b>   | <b>Country</b> |
|----------------------|--------------------|---|------------------|---------------------|----------------|
| 88515581             | 6006102            | PROPARK MOBILITY                        | 39               | Propark, Inc.       | United States  |
|                      |                    | JIFFY AIRPORT                           |                  |                     | United States  |
| 88357248             | 5883713            | PARKING                                 | 39               | Propark, Inc.       |                |
|                      |                    | CLOUDPARK REMOTE MANAGEMENT             |                  |                     | United States  |
| 88153237             | 5768180            | CENTER                                  | 42               | Propark, Inc.       |                |
|                      |                    | CLOUDPARK REMOTE MANAGEMENT             |                  |                     | United States  |
| 88153157             | 5768179            | CENTER                                  | 42               | Propark, Inc.       |                |
| 86530153             | 5126670            | PARK ON!                                | 35               | Propark, Inc.       | United States  |
| 86529928             | 5126669            | PARKTROVE                               | 39               | Propark, Inc.       | United States  |
| 86546746             | 5080279            | THE EXACT RIGHT WAY                     | 35               | Propark, Inc.       | United States  |
|                      |                    |   |                  | ProPark,            | United States  |
| 85513047             | 4229131            | NANOMAX                                 | 9                | Incorporated        |                |
|                      |                    |   |                  | ProPark,            | United States  |
| 78886454             | 3304595            | (P)                                     | 39               | Incorporated        |                |
|                      |                    |   |                  | ProPark,            | United States  |
| 77980890             | 3898159            | NANOMAX                                 | 39               | Incorporated        |                |
|                      |                    |   |                  | ProPark,            | United States  |
| 77902137             | 3929846            | BLUE SKY                                | 39               | Incorporated        |                |
| 77698015             | 3883606            | PARKING PEOPLE                          | 35, 39           | Propark, Inc.       | United States  |
|                      |                    | THE PERFECT PARKING                     |                  |                     | United States  |
| 76537127             | 2868941            | MOMENT                                  | 39               | Propark, Inc.       |                |
| 76300949             | 2815425            | SHERPA SERVICE                          | 39               | Propark, Inc.       | United States  |
| 76258753             | 2735340            | PROPARK AMERICA                         | 39               | Propark, Inc.       | United States  |
|                      |                    | PROPARK AMERICA                         |                  |                     | United States  |
| 76258751             | 2714335            | (and Design)                            | 39               | Propark, Inc.       |                |
|                      |                    |   |                  | ProPark,            | United States  |
| 75156477             | 2061591            | PROPARK                                 | 39               | Incorporated        |                |
| 86620747             | 4894657            | PARK FRESH                              | 39               | Propark, Inc.       | United States  |
| 87019027             | 5893984            | CLOUDPARK OFFICE TOWER PARKING SOFTWARE | 42               | Propark, Inc.       | United States  |
|                      |                    |   |                  | Winpro Parking, LLC | United States  |
| 78244035             | 2825260            | WINPARK                                 | 39               | Winpro Parking, LLC | United States  |
| 75113047             | 2073722            | WINPARK                                 | 9                | Winpro Parking, LLC | United States  |

**Patents**

None.

**Domain Names:**

| <b>Domain name:</b>          | <b>Owner:</b>  |
|------------------------------|----------------|
| Propark.com                  | Pro Park, Inc. |
| Winpark.com                  | Pro Park, Inc. |
| ProparkBoston.com            | Pro Park, Inc. |
| FlyAwayParking.com           | Pro Park, Inc. |
| HarvardSquareParking.com     | Pro Park, Inc. |
| Parkbluesky.com              | Pro Park, Inc. |
| Myproparkexperience.com      | Pro Park, Inc. |
| Bulldogparking.com           | Pro Park, Inc. |
| ProparkTV.com                | Pro Park, Inc. |
| Jiffyairportparking.com      | Pro Park, Inc. |
| Lastmiletransit.com          | Pro Park, Inc. |
| PVDparking.com               | Pro Park, Inc. |
| Proparkamericawest.com       | Pro Park, Inc. |
| Jiffynewark.com              | Pro Park, Inc. |
| Jaxportcruiseportparking.com | Pro Park, Inc. |
| Bostoncommonsgarage.com      | Pro Park, Inc. |
| Lotond.com                   | Pro Park, Inc. |
| Emersonplaceparking.com      | Pro Park, Inc. |
| Longfellowplaceparking.com   | Pro Park, Inc. |
| Mybostonparking.com          | Pro Park, Inc. |
| myjiffyexperience.com        | Pro Park, Inc. |
| parkingacquisitions.com      | Pro Park, Inc. |
| parkingmarketing.com         | Pro Park, Inc. |
| projectinflection.com        | Pro Park, Inc. |
| cloudparkassistant.com       | Pro Park, Inc. |
| cloudpark.app                | Pro Park, Inc. |
| parkwestin.com               | Pro Park, Inc. |
| parkingforohare.com          | Pro Park, Inc. |

**Copyrights**

None.