

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700827

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAX Digital LLC		01/06/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4400390	FIRSTLOOK NAVIGATOR	
Registration Number:	4734111	FL	
Registration Number:	4737637	FL FIRSTLOOK	
Registration Number:	3827748	MAX	
Registration Number:	4055635	MAX AD	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1571170 TM		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	01/10/2022		

OP \$140.00 4400390

Total Attachments: 5

source=#95361346v1 - (ACV Joinder - Trademark Security Agreement)#page2.tif

source=#95361346v1 - (ACV Joinder - Trademark Security Agreement)#page3.tif

source=#95361346v1 - (ACV Joinder - Trademark Security Agreement)#page4.tif

source=#95361346v1 - (ACV Joinder - Trademark Security Agreement)#page5.tif

source=#95361346v1 - (ACV Joinder - Trademark Security Agreement)#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 6, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), is entered into by and among MAX Digital LLC (the “Grantor”), and JPMorgan Chase Bank, N.A. (“JPMorgan”), as collateral agent for the Secured Parties (as defined in the Credit Agreement (as defined below)) (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain Security Agreement, dated as of August 24, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among ACV Auctions Inc., a Delaware corporation (the “Company”), the grantors from time to time party thereto and the Collateral Agent and (b) that certain Revolving Credit Agreement, dated as of August 24, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Company, the Lenders from time to time party thereto and JPMorgan, as Administrative Agent and as Collateral Agent. The Lenders have agreed to extend credit to the Company subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby assigns, pledges and grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (i) all Trademarks, including those listed on Schedule I attached hereto;
- (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable with respect to any of the foregoing; and
- (iii) rights to sue for past, present and future infringement, misappropriation or other violations of any of the foregoing;

but excluding any intent-to-use trademark or service mark application prior to the filing of, and acceptance of, a “Statement of Use” or “Amendment to Allege Use” with the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights

and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

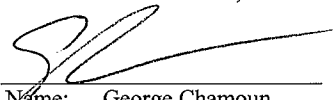
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries 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, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

SECTION 5. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

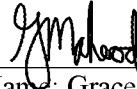
MAX DIGITAL LLC, as a Grantor
By: ACV AUCTIONS INC., its sole member

By: 
Name: George Chamoun
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By:


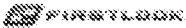


Name: Grace Mahood

Title: Authorized Signatory

SCHEDULE I

Trademarks and Trademark Licenses

Trademark	Jurisdiction	Status	App. Number	Reg. Number	App. Date	Reg. Date	Owner
FIRSTLOOK NAVIGATOR	USA	Registered	77873208	4400390	16-NOV-2009	10-SEP-2013	Max Digital LLC
FL Design 	USA	Registered	86218662	4734111	12-MAR-2014	12-MAY-2015	Max Digital LLC
FL FIRSTLOOK 	USA	Registered	86218659	4737637	12-MAR-2014	19-MAY-2015	Max Digital LLC
MAX	USA	Registered	77899904	3827748	23-DEC-2009	03-AUG-2010	Max Digital LLC
MAX AD	USA	Registered	85266418	4055635	14-MAR-2011	15-NOV-2011	Max Digital LLC