

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718890

| | | | |
|-----------------------------------|---|-------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Group 1 Automotive, Inc. | | 03/29/2022 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | U.S. Bank National Association | | |
| Street Address: | 800 Nicollet Mall | | |
| City: | Minneapolis | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55402 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 25 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5152505 | ACCELERIDE | |
| Registration Number: | 6146391 | ACCELERIDE BUY. SELL. BE HAPPY. | |
| Registration Number: | 6564210 | | |
| Registration Number: | 6564209 | | |
| Registration Number: | 1859033 | BOB HOWARD AUTOMALL | |
| Registration Number: | 4385826 | GP1 COLLISION CENTERS CC | |
| Registration Number: | 4926508 | GROUP 1 AUTOMOTIVE | |
| Registration Number: | 5285327 | THE TRADITION CONTINUES | |
| Registration Number: | 5286376 | UNSEAL YOUR DEAL | |
| Registration Number: | 5499600 | VAL-U-LINE | |
| Registration Number: | 6014721 | FEEL CONFIDENT ON THE ROAD OF LIFE | |
| Registration Number: | 5870036 | STERLING MCCALL | |
| Registration Number: | 5954119 | VAL-U-LINE | |
| Serial Number: | 90723278 | GET SO MUCH MORE, FOR SO MUCH LESS. | |
| Serial Number: | 90720914 | GO CASH GO | |
| Serial Number: | 97241470 | IRA | |
| Registration Number: | 3316482 | PRIME | |
| Serial Number: | 90230911 | PRIME AUTOMOTIVE | |
| Serial Number: | 90110002 | PRIME AUTOMOTIVE GROUP | |

OP \$640.00 5152505

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------|
| Serial Number: | 90230887 | PRIME AUTOMOTIVE GROUP |
| Serial Number: | 90230899 | PRIME AUTOMOTIVE GROUP |
| Serial Number: | 90110007 | PRIME AUTOMOTIVE GROUP |
| Registration Number: | 5962667 | PRIME FLIP |
| Registration Number: | 3316485 | PRIME MOTOR GROUP |
| Serial Number: | 90230914 | PRIME AUTOMOTIVE |

CORRESPONDENCE DATA

Fax Number:

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: 3125805053
Email: jgambulos@thompsoncoburn.com
Correspondent Name: James Gambulos
Address Line 1: 55 East Monroe Street
Address Line 4: Chicago, ILLINOIS 60603

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | James Gambulos |
| SIGNATURE: | /James Gambulos/ |
| DATE SIGNED: | 04/04/2022 |

Total Attachments: 4
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 29, 2022, is made by **Group 1 Automotive, Inc.**, a Delaware corporation (“Granting Party”), in favor of **U.S. Bank National Association**, a national banking association, as Administrative Agent (in such capacity, together with its successors and assigns, “Agent”) for the benefit of the Lenders pursuant to that certain Twelfth Amended and Restated Revolving Credit Agreement dated as of March 9, 2022 by and among Granting Party, the other borrowers thereto, and the Lenders named therein (as the same may be further amended, modified, supplemented or replaced from time to time, the “Credit Agreement”).

PRELIMINARY STATEMENT:

WHEREAS, Granting Party, certain other “Debtors” (as defined therein) and Agent are parties that certain Second Amended and Restated Security Agreement dated as of March 9, 2022 (as the same may be further amended, modified, supplemented or replaced from time to time, the “Security Agreement”; capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement (including, without limitation, capitalized terms incorporated by reference into the Security Agreement from the Credit Agreement or otherwise)); and

WHEREAS, in furtherance of the obligations of the Agent under the Security Agreement and in order to record the security interest in certain intellectual property of Granting Party granted to the Agent therein, the Agent has required Granting Party to execute and deliver this Agreement for filing in the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Granting Party hereby agree with Agent as follows:

SECTION 1. Grant of Security Interest. As general, continuing and collateral security for the payment and performance of all of its Obligations, Granting Party hereby grants to the Agent, for and on behalf of and for the benefit of itself and each of the other Lenders, a security interest in and continuing lien on, its right, title and interest (but not its obligations) in, to and under all of the following, in each case, whether now held, owned or existing or hereafter acquired or arising, and wherever located: all trademarks, trademark registrations, trademark applications, service marks, service mark registrations and service mark applications, trade names, trade styles, corporate names, company names, business names, fictitious business names, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired and (i) any similar marks or amendments, modifications and renewals thereof and the goodwill represented by those and any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (ii) all rights to income, royalties, profits, damages and other rights relating to said trademarks and service marks, including the right to sue for past, present or future infringement; and (iii) any other rights and benefits relating to said trademarks and service marks including any rights as a licensor or licensee of said trademark and service marks (“Trademarks”), including but not limited to those U.S. registered trademarks listed on Exhibit A attached hereto and incorporated herein by this reference; provided, however,

notwithstanding anything herein to the contrary, in no event shall the security interest granted under this Agreement attach to, and the Trademarks shall not include, any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark.

SECTION 2. Governing Document. This Agreement is governed by the Security Agreement, to which reference should be made for a full description of the rights and remedies of the Agent with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AS MORE FULLY SET FORTH IN SECTION 8.04 OF THE SECURITY AGREEMENT (WHICH SECTION 8.04 IS INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS, AS THOUGH FULLY SET FORTH HEREIN).


SECTION 4. Amended and Restated Trademark Security Agreement. This Agreement is an amendment, restatement and continuation (and not a novation) of that certain Trademark Security Agreement dated as of June 27, 2019, executed by Granting Party in favor of Agent for the benefit of the Lenders.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Granting Party has caused this Amended and Restated Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTING PARTY:

GROUP 1 AUTOMOTIVE, INC., a Delaware corporation

By: 

Barry M. Burman
Senior Vice President

Exhibit A

U.S. Trademark Registrations and Applications

| Trademarks | Reg. Date (App. Date) | Reg. No. (App. No.) | Owner | Status |
|--|----------------------------------|--------------------------------|--------------------------|---------------|
| Acceleride | 02-28-2017 | 5,152,505 | Group 1 Automotive, Inc. | Registered |
| Acceleride Buy. Sell. Be Happy. (Design) | 09-08-2020 | 6,146,391 | Group 1 Automotive, Inc. | Registered |
| Cars (Design) | 11-16-2021 | 6,564,210 | Group 1 Automotive, Inc. | Registered |
| Cars (Design in Color) | 11-16-2021 | 6,564,209 | Group 1 Automotive, Inc. | Registered |
| Bob Howard Automall | 10-18-1994 | 1,859,033 | Group 1 Automotive, Inc. | Registered |
| GP1 Collision Centers CC (Stylized) | 8-20-2013 | 4,385,826 | Group 1 Automotive, Inc. | Registered |
| Group 1 Automotive | 03-29-2016 | 4,926,508 | Group 1 Automotive, Inc. | Registered |
| The Tradition Continues | 09-12-2017 | 5,285,327 | Group 1 Automotive, Inc. | Registered |
| Unseal Your Deal | 09-12-2017 | 5,286,376 | Group 1 Automotive, Inc. | Registered |
| Val-U-Line | 06-19-2018 | 5,499,600 | Group 1 Automotive, Inc. | Registered |
| Feel Confident on the Road of Life | 03-17-2020 | 6,014,721 | Group 1 Automotive, Inc. | Registered |
| Sterling McCall | 09-24-2019 | 5,870,036 | Group 1 Automotive, Inc. | Registered |
| Val-U-Line (Logo) | 01-07-2020 | 5,954,119 | Group 1 Automotive, Inc. | Registered |
| Get So Much More, For So Much Less. | 05-20-2021 | 90/723278 | Group 1 Automotive, Inc. | Application |
| Go Cash Go | 05-19-2021 | 90/720914 | Group 1 Automotive, Inc. | Application |
| IRA | 01-27-2022 | 97/241470 | Group 1 Automotive, Inc. | Application |
| Prime | 10-23-2007 | 3,316,482 | Group 1 Automotive, Inc. | Registered |
| Prime Automotive and Cars (Design) | 10-01-2020 | 90/230911 | Group 1 Automotive, Inc. | Application |
| Prime Automotive and Cars (Design in Color) | 10-01-2020 | 90/230914 | Group 1 Automotive, Inc. | Application |
| Prime Automotive Group | 08-12-2020 | 90/110002 | Group 1 Automotive, Inc. | Application |
| Prime Automotive Group and Cars (Design) | 10-01-2020 | 90/230887 | Group 1 Automotive, Inc. | Application |
| Prime Automotive Group and Cars (Design in Color) | 10-01-2020 | 90/230899 | Group 1 Automotive, Inc. | Application |
| Prime Automotive Group and Star (Logo) | 08-12-2020 | 90/110007 | Group 1 Automotive, Inc. | Application |
| Prime Flip | 01-14-2020 | 5,962,667 | Group 1 Automotive, Inc. | Registered |
| Prime Motor Group | 10-23-2007 | 3,316,485 | Group 1 Automotive, Inc. | Registered |