

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goauto LLC		05/23/2022	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4547798	GOAUTO INSURANCE LOW COST CAR INSURANCE	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	6179517790		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Ronald M. Duvernay		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	116523-0001		
NAME OF SUBMITTER:	Ronald M. Duvernay		
SIGNATURE:	/r duvernay/		
DATE SIGNED:	06/02/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2022 (this “*Agreement*”), between GOAUTO LLC (the “*Grantor*”) and ALTER DOMUS (US) LLC, as Agent (as defined below).

Reference is made to (a) the Guarantee and Collateral Agreement, dated as of May 23, 2022, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among DRIVE ASSURANCE CORPORATION, a Delaware corporation (the “*Borrower*”), the Subsidiaries of Borrower from time to time party thereto and ALTER DOMUS (US) LLC, as administrative agent and collateral agent (in such capacities, the “*Agent*”) for the Secured Parties (as defined therein) and (b) the Credit Agreement, dated as of May 23, 2022, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, the lenders from time to time party thereto (the “*Lenders*”) and the Agent.

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

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 collaterally assigns and pledges to the Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Agent, its permitted successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the Grantor’s Trademarks now owned or at any time hereafter acquired by it 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*”), but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” 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 Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic format (i.e., “pdf” or “tif” shall be effective as delivery of a manually executed counterpart of this Agreement. Any signature to this Agreement may be delivered by facsimile, electronic mail (including “pdf”) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to

have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. Each of the parties hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.

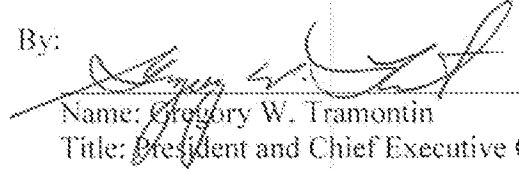
SECTION 5. Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be construed in accordance with and governed by the laws of the State of New York.

[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.

GOAUTO LLC

By:



.....
Name: Gregory W. Tramontin
Title: President and Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007741 FRAME: 0277

ALTER DOMUS (US) LLC, as Agent

By:



Name: Pinju Chiu

Title: Associate Counsel

Signature Page to Trademark Security Agreement