

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732159

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GMM2 LLC		06/02/2022	Limited Liability Company: DELAWARE
MEARS DESTINATION SERVICES, INC.		06/02/2022	Corporation: FLORIDA
CITY CAB COMPANY OF ORLANDO, LLC		06/02/2022	Limited Liability Company: FLORIDA
MEARS GLOBAL CHAUFFEURED SERVICES, INC.		06/02/2022	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	6038999		
Registration Number:	5998786		
Registration Number:	5998785		
Registration Number:	6259400	MEARS M GLOBAL	
Registration Number:	5829168	GET IT	
Serial Number:	90874800	MEARS GLOBAL CHAUFFEURED SERVICES	
Serial Number:	90542234	MEARS TRANSPORTATION GROUP	
Serial Number:	90613277	MEARS CONNECT	
Serial Number:	90613284	MEARS CONNECT	
Serial Number:	90613287	MEARS CONNECT	
Serial Number:	90874794	MEARS COACH	
Serial Number:	90874791	MEARS SHUTTLE	

CH \$740.00 6038999

Property Type	Number	Word Mark
Serial Number:	90874786	MEARS SELECT
Serial Number:	90874777	MEARS SELECT
Serial Number:	88504272	MEARS
Serial Number:	88546636	MEARS LUXE
Serial Number:	88983453	MEARS LUXE
Serial Number:	88504367	MEARS RIDE
Serial Number:	88546706	MEARS LUXE
Serial Number:	88983452	MEARS LUXE
Serial Number:	88549469	MEARS LUXE TAXI
Serial Number:	88983458	MEARS LUXE TAXI
Serial Number:	88549690	M MEARS
Serial Number:	88983459	M MEARS
Serial Number:	90874818	MEARS LUXE
Serial Number:	90874814	MEARS LUXE
Serial Number:	90874806	MEARS TAXI
Serial Number:	88253472	GET IT
Serial Number:	90579493	GET ME

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: 6785534768
Email: slickerb@gtlaw.com
Correspondent Name: Brittiny Slicker
Address Line 1: 3333 Piedmont Road NE
Address Line 2: Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER:	Brittiny Slicker
SIGNATURE:	/Brittiny Slicker/
DATE SIGNED:	06/02/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of June 2, 2022, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each, individually, “Grantor”), and JPMORGAN CHASE BANK, N.A. (the “Lender”) under the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 29, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among GET ME MEARS, INC., a Delaware corporation (“Parent”), GMM1 LLC, a Delaware limited liability company (“Holdings”), GMM2 LLC, a Delaware limited liability company (the “Borrower”), the Subsidiaries of Holdings from time to time party, and Lender, Lender has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to Lender that certain Pledge and Security Agreement, dated as of May 29, 2018 (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. Grant of Security Interest. Each Grantor hereby unconditionally grants to Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title, and interest in and to all of the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations:
 - (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each

trademark listed on Schedule I attached hereto), together with (i) all renewals of the foregoing, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (iv) all rights corresponding to any of the foregoing throughout the world;

(b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(d) all products and proceeds of any of the foregoing.

3. Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. Termination. This Trademark Security Agreement shall remain in effect until termination of the Security Agreement in accordance with Section 7.14 thereof.

5. Miscellaneous. This Security Interest is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule I is incorporated herein by reference for all purposes. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Trademark Security Agreement shall be binding upon each Grantor, and the trustees, receivers, successors and assigns of any Grantor, including all successors in interest of any Grantor in and to all or any part of the Trademark Collateral, and shall benefit Lender and its successors and permitted assigns. If any provision of this Trademark Security Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Trademark Security Agreement shall not be

affected thereby, and this Trademark Security Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Trademark Security Agreement may be amended or modified only with the written consent of each party hereto. So long as no Event of Default has occurred and is continuing, without the prior written consent of each Grantor, Lender may not assign this Trademark Security Agreement or its rights and obligations hereunder other than in connection with, and to the same assignee pursuant to an assignment of its rights and obligations under the Credit Agreement, pursuant to the terms thereof.

6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. The section headings appearing in this Trademark Security Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Trademark Security Agreement.


7. Construction. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

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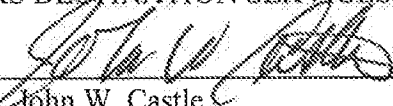
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


GMM2 LLC

By: 
Name: John W. Castle
Title: Chief Executive Officer

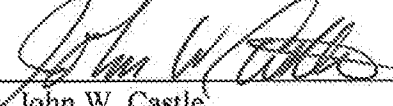
MEARS DESTINATION SERVICES, INC.

By: 
Name: John W. Castle
Title: President

CITY CAB COMPANY OF ORLANDO, LLC

By: 
Name: John W. Castle
Title: President

MEARS GLOBAL CHAUFFEURED SERVICES,
INC.

By: 
Name: John W. Castle
Title: President

[MEARS—TRADEMARK SECURITY AGREEMENT]

LENDER:

JPMORGAN CHASE BANK, N.A.

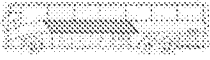
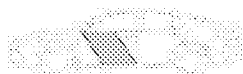
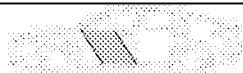

By: *Matthew D. Hayford*
Name: Matthew D. Hayford
Title: Authorized Officer

[MEARS—TRADEMARK SECURITY AGREEMENT]



TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Grantor	Trademark	Registration Date	Registration Number	Jurisdiction
Mears Destination Services, Inc.		04/10/2018	6,038,999	United States
City Cab Company of Orlando, LLC		02/25/2020	5,998,786	United States
City Cab Company of Orlando, LLC		02/25/2020	5,998,785	United States
Mears Global Chauffeured Services, Inc.		02/02/2021	6,259,400	United States
GMM2 LLC	GET IT	08/06/2019	5,829,168	United States
GMM2 LLC	GET ME (in Canada)	11/20/2019	TMA1063799	Canada


TRADEMARK APPLICATIONS

Grantor	Trademark Application	Application Filing Date	Application Serial Number	Jurisdiction
Mears Global Chauffeured Services, Inc.	MEARS GLOBAL	01/24/2020	A0093553 Madrid Protocol – Canada	Canada
Mears Global Chauffeured Services, Inc.		08/10/2021	90/874800	United States
Mears Destination Services, Inc.		02/23/2021	90/542,234	United States
Mears Destination Services, Inc.	MEARS CONNECT	03/30/2021	90/613,277	United States

Mears Destination Services, Inc.	MEARS CONNECT	03/30/2021	90/613,284	United States
Mears Destination Services, Inc.	MEARSCONNECT	03/30/2021	90/613,287	United States
Mears Destination Services, Inc.	MEARS COACH®	08/10/2021	90/874794	United States
Mears Destination Services, Inc.	MEARS SHUTTLE®	08/10/2021	90/874791	United States
Mears Destination Services, Inc.	MEARSSELECT	08/10/2021	90/874786	United States
Mears Destination Services, Inc.	MEARS SELECT™	08/10/2021	90/874777	United States
City Cab Company of Orlando, LLC	MEARS	07/08/2019	88/504,272	United States
City Cab Company of Orlando, LLC	MEARS LUXE	07/29/2019	88/546,636	United States
City Cab Company of Orlando, LLC	MEARS LUXE	07/29/2019	88/983,453	United States
City Cab Company of Orlando, LLC	MEARS LUXE	01/24/2020	A0093548 Madrid Protocol – Canada	Canada
City Cab Company of Orlando, LLC	MEARS LUXE	01/24/2020	A0093548	Canada
City Cab Company of Orlando, LLC	MEARS RIDE	07/08/2019	88/504,367	United States
City Cab Company of Orlando, LLC	MEARS LUXE	07/29/2019	88/546,706	United States
City Cab Company of Orlando, LLC	MEARS LUXE	07/29/2019	88/983,452	United States
City Cab Company of Orlando, LLC	MEARS LUXE/TAXI	07/30/2019	88/549,469	United States
City Cab Company of Orlando, LLC	MEARS LUXE/TAXI	07/30/2019	88/983,458	United States
City Cab Company of Orlando, LLC		07/30/2019	88/549,690	United States

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City Cab Company of Orlando, LLC		07/30/2019	88/983,459	United States
City Cab Company of Orlando, LLC	MEARSLUXE	08/10/2021	90/874,818	United States
City Cab Company of Orlando, LLC	MEARS LUXE™	08/10/2021	90/874,814	United States
City Cab Company of Orlando, LLC	MEARS TAXI®	08/10/2021	90/874,806	United States
GMM2 LLC	GET IT	01/08/2019	88/253,472	United States
GMM2 LLC	GET ME	03/15/2021	90/579,493	United States

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