

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759340

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900710120

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WRENCH, INC.		06/15/2022	Corporation: DELAWARE
WRENCH REPAIR AND MAINTENANCE, LLC		06/15/2022	Limited Liability Company: DELAWARE
WRENCH INSPECTION COMPANY, LLC		06/15/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bridgestone Americas, Inc.
Street Address:	200 4th Ave. S.
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37201
Entity Type:	Corporation: NEVADA
Name:	Tenaya Capital VII, LP
Street Address:	3101 Park Boulevard
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94306
Entity Type:	Limited Partnership: DELAWARE
Name:	Madrona Venture Fund VI, L.P.
Street Address:	999 Third Ave., Suite 3400
Internal Address:	c/o Madrona Venture Group
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	Limited Partnership: DELAWARE
Name:	Madrona Venture Fund VI-A, L.P.
Street Address:	999 Third Ave., Suite 3400
Internal Address:	c/o Madrona Venture Group
City:	Seattle
State/Country:	WASHINGTON

Postal Code:	98104
Entity Type:	Limited Partnership: DELAWARE
Name:	VCVC V LLC
Street Address:	1110 - 112th Avenue NE, Suite 202
City:	Bellevue
State/Country:	WASHINGTON
Postal Code:	98004
Entity Type:	Limited Liability Company: DELAWARE
Name:	Hardwick Partners, LP
Street Address:	855 Skokie Highway, Suite D
City:	Lake Bluff
State/Country:	ILLINOIS
Postal Code:	60044
Entity Type:	Limited Partnership: ILLINOIS
Name:	Lauren A. Gorter
Street Address:	855 Skokie Highway, Suite D
City:	Lake Bluff
State/Country:	ILLINOIS
Postal Code:	60044
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5064255	DROP THE SHOP.
Registration Number:	4033731	LEMON SQUAD
Registration Number:	5265653	DON'T BUY A LEMON!

CORRESPONDENCE DATA

Fax Number: 4153939887
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: 4159540200
Email: ip-squiretm@squirepb.com
Correspondent Name: David A. Saltzman
Address Line 1: 475 Sansome Street, Suite 1600
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	012585.00540
NAME OF SUBMITTER:	David A. Saltzman
SIGNATURE:	/David A. Saltzman/
DATE SIGNED:	10/05/2022

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of June 15, 2022, is made by WRENCH, INC., a Delaware corporation, WRENCH REPAIR AND MAINTENANCE, LLC, a Delaware limited liability company, and WRENCH INSPECTION COMPANY, LLC, a Delaware limited liability company (collectively, the “**Grantor**”), in favor of the persons and entities listed on the schedule of secured parties attached hereto as **Schedule I** (the “**Secured Parties**”).

WHEREAS, Grantor and the Secured Parties are parties to that Secured Subordinated Convertible Note and Secured Subordinated Convertible Note Purchase Agreement, dated as of the date hereof (as amended, restated, amended and restated, modified, renewed, extended, or replaced from time to time, the “**Purchase Agreement**”).

WHEREAS, as a condition precedent to the Secured Parties’ obligations under the Purchase Agreement, the Grantor has executed and delivered to the Secured Parties that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, modified, renewed, extended, or replaced from time to time, the “**Security Agreement**”), by and between the Grantor and the Secured Parties.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office (“**USPTO**”).

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in the Note and Purchase Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the respective meanings assigned to such terms in the Purchase Agreement or the Security Agreement, as applicable.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“**Collateral Agent**” has the meaning set forth in the Security Agreement.

“**Requisite Secured Parties**” means the Secured Parties who hold at least sixty percent of the aggregate principal amount of the Notes issued pursuant to the Purchase Agreement then outstanding.

“**Trademark Collateral**” has the meaning set forth in Section 2.

“**Trademark Security Agreement**” has the meaning set forth in Section 5.

(a) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the respective meanings assigned to such terms in the UCC; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern.

(b) Interpretation. The rules of interpretation set forth in the Purchase Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the complete payment and performance of the Obligations (whether at the stated maturity, by acceleration or otherwise), the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title, and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires, or develops an interest and wherever located (as defined in the Security Agreement) (collectively, the "**Trademark Collateral**"):

(i) all registered and applied-for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names, and other source or business identifiers (including such federal United States registered and applied-for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names, and other source or business identifiers) in each case that are set forth in **Schedule II** hereto;

(ii) all renewals and extensions thereof; and

(iii) the goodwill of the Grantor's business symbolized by the foregoing or connected therewith; and

(iv) all products, proceeds, and supporting obligations of any and all of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term "Trademark Collateral" shall not include, any intent-to-use trademark applications filed in the USPTO, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3 Supplement to Documents. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Documents and, in the event of any inconsistency between the terms and provisions of this Agreement and the Documents, the terms and provisions of the Documents shall control. The Grantor acknowledges that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Documents (other than this Agreement), and all such rights and remedies are cumulative.

SECTION 4 Further Assurances. To the extent required under the Documents, upon the reasonable request of the Collateral Agent, the Grantor shall promptly take such further action (other than making filings with the USPTO, which are addressed in the second sentence of this Section 4) and execute and file all such additional documents and instruments in connection with this Agreement as the Collateral Agent in its reasonable discretion may deem necessary or advisable to enable the Collateral Agent on behalf of the Secured Parties to exercise and enforce their rights and remedies hereunder with respect to the Trademark Collateral, including any documents for filing with the USPTO. The Grantor shall, at its own expense, file and record in the proper filing and recording places this Agreement with the USPTO.

SECTION 5 Secured Parties' Duties. Notwithstanding any provision contained in this Agreement, neither the Secured Parties nor their Collateral Agent shall have any duty to exercise any of the rights, privileges, or powers afforded to them and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Secured Parties hereunder, the Secured Parties shall have no duty or liability to exercise or preserve any rights, privileges, or powers pertaining to the Trademark Collateral.

SECTION 6 Termination. This Agreement and the security interest granted herein shall terminate upon the termination of the Security Agreement and in accordance with the terms of the Security Agreement or the Purchase Agreement, as applicable.

SECTION 7 No Waiver. Any forbearance or failure or delay by the Secured Parties in exercising any right, power, or remedy hereunder shall not be deemed a waiver thereof and any single or partial exercise of any right, power, or remedy shall not preclude the further exercise thereof. No waiver shall be effective unless it is in writing and signed by the Requisite Secured Parties.

SECTION 8 Recordation. The Grantor hereby authorizes and requests that the Commissioner for Trademarks record this Agreement with the USPTO.

SECTION 9 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns except that the Grantor may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Requisite Secured Parties.

SECTION 10 Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.**

SECTION 11 Entire Agreement; Amendment. This Agreement, together with the Purchase Agreement and Security Agreement, contains the entire agreement of the parties with respect to the subject matter hereof, and no amendment to this Agreement, or any waiver of any provision hereof, shall be effective unless it is in writing and signed by the Requisite Secured Parties and (in the case of any amendment) the Grantor, *provided* that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party. Notwithstanding the foregoing, this Agreement may not be amended, modified, or terminated, and the observance of any term hereof may not be waived with respect to any Secured Party without the written consent of such Secured Party, unless such amendment, modification, termination, or waiver applies to all Secured Parties in the same fashion.

SECTION 12 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 13 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute but one and the same agreement.

[Remainder of page intentionally left blank]

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

GRANTOR:

WRENCH, INC.

By: DocuSigned by:
Edward Petersen
026EDDBC6FDE416...

Name: Edward Petersen

Title: Chief Executive Officer

**WRENCH REPAIR AND MAINTENANCE,
LLC**

By: DocuSigned by:
Edward Petersen
026EDDBC6FDE416...

Name: Edward Petersen

Title: President

WRENCH INSPECTION COMPANY, LLC

By: DocuSigned by:
Edward Petersen
026EDDBC6FDE416...

Name: Edward Petersen

Title: President

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

SECURED HOLDER:

BRIDGESTONE AMERICAS, INC.

Craig Schneider
By: Craig Schneider (Jun 8, 2022 10:57 PDT)

Name: Craig Schneider

Title: Chief Strategy Officer

Signature Pageto Wrench, Inc.
Trademark Security Agreement

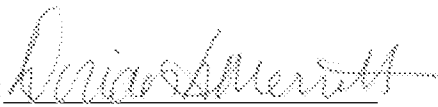
TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

SECURED HOLDER:

TENAYA CAPITAL VII, LP

By: Tenaya Capital VII GP, LLC
Its: General Partner

By: 

Name: Dorian A. Merritt
Title: Attorney-In-Fact

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

SECURED HOLDER:

MADRONA VENTURE FUND VI, L.P.

By: Madrona Investment Partners VI,
L.P.

Its: General Partner

By: Madrona VI General Partner, LLC

Its: General Partner

DocuSigned by:
By: Len Jordan
59A6B1022A214CE...

Name: Len Jordan

Title: Managing Director

MADRONA VENTURE FUND VI-A, L.P.

By: Madrona Investment Partners VI, L.P.

Its: General Partner

By: Madrona VI General Partner, LLC

Its: General Partner

DocuSigned by:
By: Len Jordan
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Name: Len Jordan

Title: Managing Director

Signature Page to Wrench, Inc.
Trademark Security Agreement

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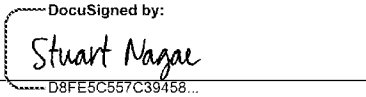
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

SECURED HOLDER:

VCVC V LLC

By: VCVC Management V LLC, Its Manager

By: Cercano Legacy Manager LLC, Its Manager

By:  DocuSigned by:
Stuart Nagae
D8FE5C557C39458...

Name: Stuart Nagae
Title: Vice President

Signature Page to Wrench, Inc.
Trademark Security Agreement

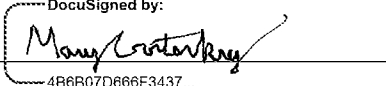
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

SECURED HOLDER:

HARDWICK PARTNERS, LP

By: Green Bay Management Company
Its: General Partner

By: 
4B6B07D866F3437...

Name: Mary Gorter Krey
Title: President

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

SECURED HOLDER:

DocuSigned by:
By: *Lauren A. Gorter* _____
6232F0C43C3F437...
Name: Lauren A. Gorter

Signature Page to Wrench, Inc.
Trademark Security Agreement

TRADEMARK
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SCHEDULE I

Secured Parties
Bridgestone Americas, Inc. 200 4th Ave. S. Nashville, TN 37201 Attn: Craig Schneider craigschneider@bfusa.com
Tenaya Capital VII, LP 3101 Park Boulevard Palo Alto, CA 94306 Ph: 650-687-6500 Attn: Dorian A. Merritt dorian@tenayacapital.com
Madrona Venture Fund VI, L.P. c/o Madrona Venture Group 999 Third Ave., Suite 3400 Seattle, WA 98104 Attn: Len Jordan len@madrona.com
Madrona Venture Fund VI-A, L.P. c/o Madrona Venture Group 999 Third Ave., Suite 3400 Seattle, WA 98104 Attn: Len Jordan len@madrona.com
VCVC V LLC 1110 – 112th Avenue NE, Suite 202 Bellevue, WA 98004 Attn: Stuart Nagae StuartN@cercanolp.com
Hardwick Partners, LP 855 Skokie Highway, Suite D Lake Bluff, IL 60044 Attn: Mary Gorter Krey mkrey@greenbaymanagement.com
Lauren A. Gorter 855 Skokie Highway, Suite D Lake Bluff, IL 60044 dgorter@greenbaymanagement.com

SCHEDULE II

Trademarks of the Grantor

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Drop the Shop.	5,064,255	10/18/2016
LemonSquad	4,033,731	10/4/2011
Don't Buy a Lemon!	5,265,653	8/18/2017