

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM771838

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900723305		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REPAIRCLINIC, LLC		09/27/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION, As Administrative Agent		
Street Address:	127 Public Square		
Internal Address:	Attn: Commercial Banking		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5898293	REPAIR CLINIC FIND FIX FINISH	
Registration Number:	6175692	REPAIR CLINIC.COM FIND FIX FINISH	
CORRESPONDENCE DATA			
Fax Number:	2165665800		
<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:	2165665741		
Email:	mae.smith@thompsonhine.com		
Correspondent Name:	Jennifer Villyard		
Address Line 1:	127 Public Square, 3900 Key Center		
Address Line 2:	Thompson Hine LLP		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	059131.00153		
NAME OF SUBMITTER:	Mae Smith, Paralegal		
SIGNATURE:	/Mae Smith/		
DATE SIGNED:	12/05/2022		
Total Attachments: 6			

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SUPPLEMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is made as of September 27, 2022 by REPAIRCLINIC, LLC, a Delaware limited liability company (the "Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, as the administrative agent under the Credit Agreement, as defined in the IP Agreement, as hereinafter defined (the "Administrative Agent"), for the benefit of the Lenders, as defined in the Credit Agreement.

WHEREAS, the Pledgor executed and delivered to the Administrative Agent that certain Intellectual Property Security Agreement, dated as of December 28, 2016 (as the same may from time to time be amended, restated or otherwise modified, the "IP Agreement") wherein the Pledgor granted to the Administrative Agent a security interest in all of the Pledgor's intellectual property;

WHEREAS, except as specifically defined herein, capitalized terms used herein that are defined in the IP Agreement shall have their respective meanings ascribed to them in the IP Agreement;

WHEREAS, pursuant to the Section 15 of the IP Agreement, the Pledgor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Collateral to secure all of the Secured Obligations;

NOW THEREFORE, in consideration of each financial accommodation granted to the Pledgor by the Administrative Agent and the Lenders and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgor hereby agrees as follows:

1. Grant of Security Interest. The Pledgor hereby grants to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of the Pledgor's right, title and interest in the Collateral listed on Schedule 1 hereto.

2. IP Agreement. The Pledgor hereby ratifies its obligations under the IP Agreement and confirms the continuing effectiveness of the IP Agreement and the grants of the security interests thereunder. This Agreement has been executed and delivered by the Pledgor for the purpose of registering the security interest of the Administrative Agent in the Collateral identified in Section 1 hereof with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Lenders, under the IP Agreement. The IP Agreement (and all rights and remedies of the Administrative Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

3. Acknowledgment. The Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the IP Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

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

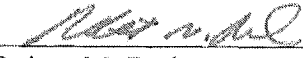
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JURY TRIAL WAIVER. THE PLEDGOR HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed this Supplement to Intellectual Property Security Agreement as of the date first set forth above.

REPAIRCLINIC, LLC

By: 
Robert M. Burke
Chief Executive Officer

SCHEDULE 1
(Supplement)

Trademarks:

Mark	Jurisdiction	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
REPAIR CLINIC FIND FIX FINISH & Design REPAIR CLINIC <small>FIND. FIX. FINISH.</small>	U.S. Federal	88023618	7/2/18	5898293	10/29/19	RepairClinic, LLC
(REPAIR CLINIC.COM FIND FIX FINISH & Design) REPAIR CLINIC.COM <small>FIND. FIX. FINISH.</small>	U.S. Federal	88023620	7/2/18	6175692	10/13/20	RepairClinic, LLC

Signature Page to
Supplement to Intellectual Property Security Agreement

TRADEMARK
REEL: 007892 FRAME: 0091

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ETAS ID: TM758663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
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Email:	mae.smith@thompsonhine.com		
Correspondent Name:	Jennifer Villyard		
Address Line 1:	127 Public Square, 3900 Key Center		
Address Line 2:	Thompson Hine LLP		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Jennifer Villyard		
SIGNATURE:	/Jennifer Villyard/		
DATE SIGNED:	09/30/2022		
Total Attachments: 4			
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