

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Parts iD Inc.		10/21/2022	Corporation:
Parts iD LLC		10/21/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	JGB Collateral, LLC		
Street Address:	21 Charles Street		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Serial Number:	90550277	TRAILERID	
Serial Number:	90458569	ID SELECT	
Serial Number:	90006703	DON'T SETTLE FOR STOCK	
Serial Number:	88734396	ID	
Serial Number:	88211256	ID	
Serial Number:	88303637	STREETID	
Serial Number:	88303678	RACINGID	
Serial Number:	88238416	BOATID	
Serial Number:	88238468	CAMPERID	
Serial Number:	88238501	POWERSPORTSID	
Serial Number:	88238532	MOTORCYCLEID	
Serial Number:	88238588	RECREATIONID	
Serial Number:	88238623	TOOLSID	
Serial Number:	88238670	TRUCKID	
Serial Number:	88238723	TORXE	
Serial Number:	88238749	RIXJU	
Serial Number:	86253327	ID	
Serial Number:	86043553	ONYX	

OP \$890.00 90550277

Property Type	Number	Word Mark
Serial Number:	77718242	CARID
Serial Number:	97095990	DRONEID
Serial Number:	97063067	IDLE UP
Serial Number:	97063071	IDLE UP
Serial Number:	97063073	ARC MOTO GEAR
Serial Number:	97063078	ARC
Serial Number:	97057161	IDLE UP
Serial Number:	97057160	ARC MOTO
Serial Number:	90384986	ID AUTO
Serial Number:	97393841	FITID
Serial Number:	97393846	PROPRIETARY FITMENT DATA FOR THE RIGHT F
Serial Number:	90710442	ID AUTO
Serial Number:	97393849	FITMENT ISN'T A GUESS, IT'S A GUARANTEE
Serial Number:	90309806	RIMSID
Serial Number:	90309826	TIREID
Serial Number:	90309849	TIRESID
Serial Number:	88732234	CARID

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.

Email: annie.allison@haynesboone.com

Correspondent Name: Annie Allison

Address Line 1: 30 Rockefeller Plaza, 26th Floor

Address Line 4: New York, NEW YORK 10112

NAME OF SUBMITTER:	Annie Allison
SIGNATURE:	/Annie Allison/
DATE SIGNED:	11/14/2022

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of October 21, 2022, by and among (a) **PARTS iD, INC.**, a Delaware corporation, whose address is 1 Corporate Drive, Suite Cranbury, New Jersey 08512 (“**Parent**”), (b) **PARTS iD, LLC**, a Delaware limited liability company, whose address is 1 Corporate Drive, Suite Cranbury, New Jersey 08512 (“**Company**” and together with Parent, the “**Grantors**” and each a “**Grantor**”), (c) the several financial institutions or entities from time to time parties to the Loan Agreement as lenders (collectively, the “**Lender**”), and (c) **JGB COLLATERAL, LLC**, a Delaware limited liability company in its capacity as collateral agent for the Lender (in such capacity, the “**Agent**”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Agent, Lender, and Grantors (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Agent a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantors to Agent and Lender.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Agent a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations to Agent and Lender, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations to Agent and Lender, each Grantor grants and pledges to Agent a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property and domain names; provided, however, the Excluded Collateral is not subject to this Agreement or any security interest in favor of Lender (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof,

whether registered or unregistered, published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software, computer code and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All domain names listed on Exhibit E;

(i) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, domain names and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(j) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(k) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The

provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

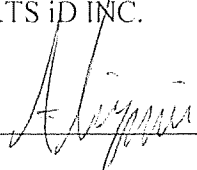
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

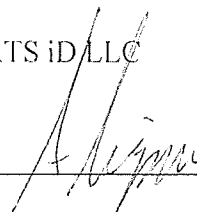
PARTS iD INC.

By: 

Name: Antonino Ciappina

Title: Chief Executive Officer

PARTS iD LLC

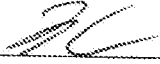
By: 

Name: Antonino Ciappina

Title: Chief Executive Officer

AGENT:

JGB COLLATERAL, LLC

By: 

Name: Brett Cohen

Title: President

LENDER:

JGB CAPITAL LP
JGB PARTNERS LP
JGB (CAYMAN) GLENEGEDALE LTD.

By: 

Name: Brett Cohen

Title: President

EXHIBIT A

Copyrights

NONE

EXHIBIT B

NONE

EXHIBIT C

Trademarks

Mark	Country	App. No. Reg. No.	File Date	Reg. Date	Status	Pending Litigation
TRAILERID	US	App 90/550,277	2/26/2021		ALLOWED	
ID SELECT	US	App 90/458,569	1/11/2021		PUBLISHED	Opp. No. 91273628 filed by IDParts LLC
DON'T SETTLE FOR STOCK	US	App 90/006,703 Reg 6,450,174	6/17/2020	8/10/2021	REGISTERED	
ID (Stylized)	US	App 88/734,396 Reg 6,096,254	12/19/2019	7/7/2020	REGISTERED	Consolidated Cancellation No. 92075279 filed by IDParts LLC Against Parts ID's U.S. Reg. Nos. 5658672, 5804750, 6096254 for "ID"
ID (Stylized)	US	App 88/211,256 Reg 5,804,750	11/29/2018	7/16/2019	REGISTERED	Consolidated Cancellation No. 92075279 filed by IDParts LLC Against Parts ID's U.S. Reg. Nos. 5658672, 5804750, 6096254 for "ID"
ID (Stylized)	CA	App 1963618	5/17/2019		PENDING	
ID (Stylized)	GB	App 3705160	9/30/2021		PENDING	
ID (Stylized)	WO	App 1471829 Reg 1471829	4/20/2019	4/20/2019	REGISTERED	
ID (Stylized)	EU	App 1471829	4/20/2019		PENDING	
ID (Stylized)	JP	App 1471829 Reg 1471829	4/20/2019	4/20/2019	REGISTERED	
STREETID	US	App 88/303,637 Reg 5,850,420	2/15/2019	9/3/2019	REGISTERED	
STREETID	CA	App 1963617	5/17/2019		PENDING	
RACINGID	US	App 88/303,678 Reg 6,348,663	2/15/2019	5/11/2021	REGISTERED	
BOATID	US	App 88/238,416 Reg 5,888,908	12/21/2018	10/22/2019	REGISTERED	
CAMPERID	US	App 88/238,468 Reg 5,888,909	12/21/2018	10/22/2019	REGISTERED	

Mark	Country	App. No. Reg. No.	File Date	Reg. Date	Status	Pending Litigation
POWERSPORT SID	US	App 88/238,501 Reg 5,787,889	12/21/2018	6/25/2019	REGISTERED	
MOTORCYCL EID	US	App 88/238,532 Reg 5,787,890	12/21/2018	6/25/2019	REGISTERED	
RECREATIONI D	US	App 88/238,588 Reg 5,888,910	12/21/2018	10/22/2019	REGISTERED	
TOOLSID	US	App 88/238,623 Reg 5,888,911	12/21/2018	10/22/2019	REGISTERED	
TRUCKID	US	App 88/238,670 Reg 5,787,891	12/21/2018	6/25/2019	REGISTERED	
TORXE	US	App 88/238,723 Reg 5,970,478	12/21/2018	1/28/2020	REGISTERED	
RIXXU	US	App 88/238,749 Reg 5,888,912	12/21/2018	10/22/2019	REGISTERED	
ID & Design (green)	US	App 86/253,327 Reg 5,658,672	4/16/2014	1/22/2019	REGISTERED	Consolidated Cancellation No. 92075279 filed by IDParts LLC Against Parts ID's U.S. Reg. Nos. 5658672, 5804750, 6096254 for "ID"
ONYX	US	App 86/043,553 Reg 4,505,193	8/21/2013	4/1/2014	REGISTERED	
CARID	US	App 77/718,242 Reg 3,711,746	4/21/2009	11/17/2009	REGISTERED	
CARID	CA	App 1963616	5/17/2019		PENDING	
CARID	GB	App UK00801473009 Reg UK00801473009	5/1/2019	11/22/2019	REGISTERED	
CARID	WO	App 1473009 Reg 1473009	5/1/2019	5/1/2019	REGISTERED	
CARID	EU	App 1473009 Reg 1473009	5/1/2019	5/1/2019	REGISTERED	
CARID	JP	App 1473009 Reg 1473009	5/1/2019	5/1/2019	REGISTERED	
CARID	RU	App 1473009 Reg 1473009	5/1/2019	5/1/2019	REGISTERED	
CARID	UA	App 1473009 Reg 1473009	5/1/2019	5/1/2019	REGISTERED	
DRONEID	US	App 97/095,990	10/27/2021		PUBLISHED	

Mark	Country	App. No. Reg. No.	File Date	Reg. Date	Status	Pending Litigation
IDLE UP & Hexagon Design	US	App 97/063,067	10/7/2021		ALLOWED	
IDLE UP & Arrow Design	US	App 97/063,071	10/7/2021		ALLOWED	
ARC MOTO GEAR (Stylized)	US	App 97/063,073	10/7/2021		PENDING	
ARC (Stylized)	US	App	10/7/2021		PENDING	
IDLE UP	US	App 97/057,161	10/2/2021		ALLOWED	
ARC MOTO	US	App 97/057,160	10/2/2021		PENDING	
ID AUTO	US	App 90/384,986	12/15/2020		PUBLISHED	Opp. No. 91272041 filed by IDParts LLC Opp. No. 91271993 filed by Volkswagen Group of America, Inc.
FITID	US	App 97/393,841	5/3/2022		PENDING	
PROPRIETARY FITMENT DATA FOR THE RIGHT FIT, EVERY TIME.	US	App 97/393,846	5/3/2022		PENDING	
ID AUTO	US	App 90/710,442	5/13/2021		PUBLISHED	Opp. No. 91277060 filed by IDParts LLC Opp. No. 91277061 filed by Volkswagen Group of America, Inc.
FITMENT ISN'T A GUESS, IT'S A GUARANTEE	US	App 97/393,849	5/3/2022		PENDING	
RIMSID	US	App 90/309,806	11/10/2020		PUBLISHED	Opp. No. 91271887 filed by Volkswagen Group of America, Inc.
TIREID 4887-7641-3750 v.4	US	App 90/309,826	11/10/2020		PUBLISHED	Opp. No. 91271887 filed by

Mark	Country	App. No. Reg. No.	File Date	Reg. Date	Status	Pending Litigation
						Volkswagen Group of America, Inc.
TIRESID	US	App 90/309,849	11/10/2020		PUBLISHED	Opp. No. 91271884 filed by Volkswagen Group of America, Inc.
CARID (Stylized)	US	App 88/732,234 Reg 6,100,524	12/18/2019	7/14/2020	REGISTERED	

EXHIBIT D

Mask Works

NONE

EXHIBIT E

DOMAIN NAMES

Domain Name	Status	Auto-renew	Lock
ambulanceid.com	Active	On	Locked
andrettiid.com	Active	On	Locked
applianceid.com	Active	On	Locked
appliancesid.com	Active	On	Locked
autopartsid.com	Active	On	Locked
barbecueid.com	Active	On	Locked
bbqid.com	Active	On	Locked
bicyclesid.com	Active	On	Locked
boatid.ca	Active	On	Locked
bodyshopid.com	Active	On	Locked
camperid.ca	Active	On	Locked
carid.ca	Active	On	Locked
caridsucks.com	Active	On	Locked
chandelierid.com	Active	On	Locked
costumeid.com	Active	On	Locked
dealershipid.com	Active	On	Locked
dieselid.com	Active	On	Locked
droneid.com	Active	On	Locked
farmingid.com	Active	On	Locked
festiveid.com	Active	On	Locked
flooringid.com	Active	On	Locked
flowersid.com	Active	On	Locked
footwearid.com	Active	On	Locked
halloweenid.com	Active	On	Locked
idautomall.com	Active	On	Locked
instrumentsid.com	Active	On	Locked
landscapeid.com	Active	On	Locked
lightingid.com	Active	On	Locked
machineryid.com	Active	On	Locked
mechanicid.com	Active	On	Locked
motorcycleid.ca	Active	On	Locked
oeid.com	Active	On	Locked
partsid.ca	Active	On	Locked
partsid.com	Active	On	Locked
partsid.net	Active	On	Locked
partsidinc.com	Active	On	Locked
partsidllc.com	Active	On	Locked
partsidisucks.com	Active	On	Locked

patioid.com	Active	On	Locked
powersportsid.ca	Active	On	Locked
recreationid.ca	Active	On	Locked
rimsid.com	Active	On	Locked
rimsid.net	Active	On	Locked
rugsid.com	Active	On	Locked
semiid.com	Active	On	Locked
shaqid.com	Active	On	Locked
tireid.com	Active	On	Locked
toolsid.ca	Active	On	Locked
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truckid.ca	Active	On	Locked
wardrobeid.com	Active	On	Locked
wearepartsid.com	Active	On	Locked
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yepmarine.com	Active	On	Locked
yepmotorcycle.com	Active	On	Locked
yepparts.com	Active	On	Locked
yeppowersports.com	Active	On	Locked
yeprecreation.com	Active	On	Locked
yepsemitruck.com	Active	On	Locked