

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Protection Plus LLC		12/06/2022	Limited Liability Company: DELAWARE
Dondi LLC		12/06/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust, as Collateral Agent		
Street Address:	7255 Woodmont Avenue, Suite 300		
Internal Address:	c/o MidCap Financial Services, LLC, as Servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	State Trust: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2788867	R.E.D. - ALERT	
Registration Number:	6557793	PROTECTION + PLUS	
Registration Number:	6331616	PROTECTION + PLUS	
Registration Number:	6351394	INSURED SERVICES COMPLETE DEALER SERVICE	
Serial Number:	88745387	R.E.D. ALERT WHEN SPLIT-SECONDS COUNT, C	
Serial Number:	88745249	PROTECTION + PLUS	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		

CH \$165.00 2788867

SIGNATURE:	/jep/
DATE SIGNED:	12/06/2022
Total Attachments: 5 source=12-6-2022 Protection_Plus_LLC_US_Trademark_Filings(2)_202351#page1.tif source=12-6-2022 Protection_Plus_LLC_US_Trademark_Filings(2)_202351#page2.tif source=12-6-2022 Protection_Plus_LLC_US_Trademark_Filings(2)_202351#page3.tif source=12-6-2022 Protection_Plus_LLC_US_Trademark_Filings(2)_202351#page4.tif source=12-6-2022 Protection_Plus_LLC_US_Trademark_Filings(2)_202351#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of **December 6, 2022** (the “**Effective Date**”) between the signatories hereto (each a “**Grantor**”) in favor of **MIDCAP FINANCIAL TRUST**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Counterpart to Security Agreement, dated as of December 6, 2022, by each Grantor and accepted by the Collateral Agent pursuant to which each Grantor became party to that certain Security Agreement, dated as of June 29, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among, *inter alios*, each Grantor and the Collateral Agent;

WHEREAS, initially capitalized terms used but not defined in this Agreement have their respective meanings as defined in the Security Agreement; and

WHEREAS, under the terms of the Security Agreement, each Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) (i) The United States registered trademarks and service marks and applications therefor referred to in Schedule 1 hereto, but for the avoidance of doubt 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 or any registration issuing therefrom under applicable federal law, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the United States Copyright Office, United States Patent and Trademark Office, and any other applicable government officer record this Agreement.

Section 3. 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 of this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

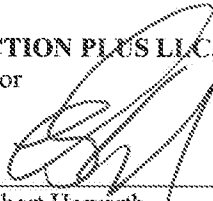
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern, as applicable.

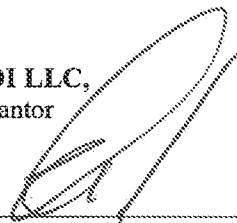
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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

PROTECTION PLUS LLC,
as a Grantor

By: 
Name: Robert Howarth
Title: Chief Financial Officer

DONDI LLC,
as a Grantor

By: 
Name: Robert Howarth
Title: Chief Financial Officer


{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 007909 FRAME: 0139

MIDCAP FINANCIAL TRUST,
as the Collateral Agent

By: Apollo Capital Management L.P., its
investment manager

By: Apollo Capital Management GP, LLC, its
general partner




By: 

Name: Maurice Amsellem

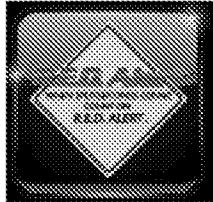

Title: Authorized Signatory

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations

Owner	Mark	Registration No.
Protection Plus LLC	R.E.D. - ALERT	2788867
Protection Plus LLC	<i>Protection  Plus</i>	6557793
Protection Plus LLC	<i>Protection  Plus</i>	6331616
Dondi LLC ¹	 Insured Services <small>COMPLETE DEALER SERVICES AND COINSURANCE</small>	6351394

United States Trademark Applications

Owner	Mark	Application No.	Filing Date	Status
Protection Plus LLC		88745387	Jan. 2, 2020	Pending
Protection Plus LLC	<i>Protection  Plus</i>	88745249	Jan. 2, 2020	Pending

¹ Assignment from Dondi Corporation DBA Insured Services to Dondi LLC in process.