

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DRIVERREACH INC.		12/16/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	150 North Upper Wacker Drive, Suite 2800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86623130	DRIVERREACH	
Serial Number:	97466292	DRIVERREACH	
Serial Number:	87373232	VOE PLUS	
Serial Number:	97466291		
Serial Number:	97466294	WIN THEM OVER	
CORRESPONDENCE DATA			
Fax Number:	3127155155		
<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:	3127155220		
Email:	tm-dept@quarles.com, christian.stahl@quarles.com, veronica.brooks@quarles.com		
Correspondent Name:	Christian Stahl at Quarles & Brady LLP		
Address Line 1:	300 North LaSalle Street, Ste. 4000		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	115253.00258 Driverreach		
NAME OF SUBMITTER:	Veronica Ford Brooks		
SIGNATURE:	/VFB/		
DATE SIGNED:	12/30/2022		

CH \$140.00 86623130

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 16, 2022 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), and DRIVERREACH INC., a Delaware corporation ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(j) 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.

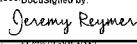
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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


GRANTOR:

DRIVERREACH INC.,
a Delaware corporation

By: 
Name: Jeremy Reymer
Title: CEO

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: 
Name: William Robinson
Title: Market Leader

Address for Notices:

DRIVERREACH INC.
880 Monon Green Boulevard, Suite 101
Carmel, Indiana 46032
Attn: Jeremy Reymer and Josh Burgess
E-mail: jreymer@driverreach.com and
jburgess@driverreach.com

Address for Notices:

WESTERN ALLIANCE BANK
150 North Upper Wacker Drive, Suite 2800
Chicago, Illinois 60606
Attn: Luke P. Amesen
E-mail: luke.amesen@bridgebank.com

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>Country:</u>	<u>Application / Serial Number:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Registration Date:</u>
"DriverReach"	United States	86623130 97466292	5004610	May 8, 2015 June 20, 2022	July 19, 2016
"VOE PLUS"	United States	87373232	5461940	March 16, 2017	May 8, 2018
Service mark: The mark consists of a circle within which are five lines in a swoosh pattern resembling a road, curving in the direction of the upper right of the circle.	United States	97466291		June 20, 2022	
"WIN THEM OVER"	United States	97466294		June 20, 2022	

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>