

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778272

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Book Services, LLC f/k/a Blue Book Services, Inc.		01/01/2023	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Wheaton Bank & Trust Company, N.A.		
Street Address:	6262 South Route 83, Suite 300		
City:	Willowbrook		
State/Country:	ILLINOIS		
Postal Code:	60527		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6768305	BLUE BOOK INFORMATION. SERVICE. TECHNOLO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1877954		
NAME OF SUBMITTER:	Kerby Kniss		
SIGNATURE:	/Kerby Kniss/		
DATE SIGNED:	01/04/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 1, 2023, is made by **BLUE BOOK SERVICES, LLC**, an Illinois limited liability company formerly known as **BLUE BOOK SERVICES, INC.** prior to December 28, 2022 (the “*Grantor*”), in favor of **WHEATON BANK & TRUST COMPANY, N.A.**, a national banking association (in such capacity, together with its successors and permitted assigns, the “*Bank*”).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the “*Loan Agreement*”) by and among the Borrower, Holdings, the other Persons designated as “Loan Parties” therein, and Bank, Bank has agreed extend credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to that certain Guaranty and Security Agreement of even date herewith in favor of Bank (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), pursuant to which it is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Bank to enter into the Loan Agreement and to induce Bank to make extensions of credit to Borrower under the Loan Agreement, the undersigned hereby agrees with Bank as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Bank, and grants to Bank, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

- (a) all of its United States registered and applied for Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, the Trademark Collateral shall not include Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Guaranty and Security Agreement and the undersigned Grantor hereby acknowledges and agrees that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The undersigned Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois without regard to conflict of law or choice of law principles.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

BLUE BOOK SERVICES, LLC, an Illinois limited liability company formerly known as **BLUE BOOK SERVICES, INC.** prior to December 28, 2022

By: 
Name: Seth Barkett
Title: Authorized Representative

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007938 FRAME: 0437

ACCEPTED AND AGREED
as of the date first above written:

BANK:

WHEATON BANK & TRUST COMPANY,
N.A., a national banking association

By: 

Name:

Nick Kuz

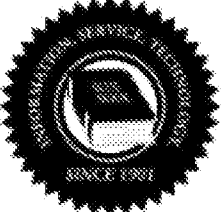
Title:

Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Serial Number	Registration Number	Registration Date
	97-250452	6768305	June 21, 2022

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.