

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM786101

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GUARDIAN FLEET SERVICES, INC.		02/10/2023	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRUIST BANK, as Lender		
<b>Street Address:</b>	3333 Peachtree Rd NE, Floor 11		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5700325	GUARDIAN OF THE HIGHWAYS	
<b>Serial Number:</b>	97468386	GUARDIAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		
	<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>		
<b>Phone:</b>	7043311000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	Suite 4700, ATTN: IP DEPARTMENT		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	026618.000923		
<b>NAME OF SUBMITTER:</b>	John Slaughter		
<b>SIGNATURE:</b>	/john slaughter/		
<b>DATE SIGNED:</b>	02/10/2023		
<b>Total Attachments: 4</b>			
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**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (“Agreement”), dated as of February 10, 2023 is made by Guardian Fleet Services, Inc., a Florida corporation (the “Grantor”) with principal offices at 4701 East Avenue, West Palm Beach, FL 33407, in favor of TRUIST BANK, a North Carolina banking corporation (the “Lender”), pursuant to that certain Guaranty and Collateral Agreement, dated as of February 10, 2023 (as amended, modified, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”), among Guardian FS, LLC (the “Holdings”), Guardian Fleet Services, Inc. (the “Borrower”), and other Grantors and Guarantors from time to time party thereto and the Lender.

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Lender a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Guaranty and Collateral Agreement) for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

The rights and remedies of the Lender with respect to the security interest granted herein are as set forth in the Guaranty and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall govern.

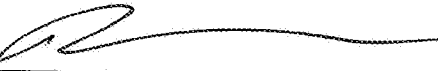
THIS AGREEMENT may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

This Agreement shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of New York.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

GUARDIAN FLEET SERVICES, INC., as Grantor

By   
\_\_\_\_\_  
Michael Shein  
Chairman

TRUIST BANK, as Lender

By \_\_\_\_\_  
Josh Sheradsky  
Senior Vice President

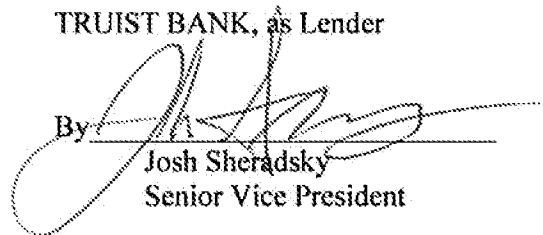
[Signature Page to Grant of Security Interest in United States Trademarks]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

GUARDIAN FLEET SERVICES, INC., as Grantor

By \_\_\_\_\_  
Michael Shein  
Chairman

TRUIST BANK, as Lender

By  \_\_\_\_\_  
Josh Sheradsky  
Senior Vice President

[Signature Page to Grant of Security Interest in United States Trademarks]

**SCHEDULE A**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Status</b>
GUARDIAN OF THE HIGHWAYS	5700325	03/19/2019	87542589	7/25/2017	Active
GUARDIAN	n/a	n/a	97468386	6/21/2022	Application