

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787587

| | | | |
|---|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Coach-Net RV Motor Club, Inc. (including as successor-by-assignment to National Motor Club Partner Solutions, Inc.) | | 02/15/2023 | Corporation: NEVADA |
| RECEIVING PARTY DATA | | | |
| Name: | Goldman Sachs Bank USA | | |
| Street Address: | 200 West Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10282 | | |
| Entity Type: | Bank: NEW YORK | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5243118 | ASSET PROTECT | |
| Registration Number: | 2507164 | COACH-NET | |
| Registration Number: | 4492205 | RV PROTECT | |
| Registration Number: | 2954950 | RV TECH ADVANTAGE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127352000 | | |
| <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: | 2127352811 | | |
| Email: | mribando@skadden.com | | |
| Correspondent Name: | Skadden, Arps, Slate, Meagher & Flom LLP | | |
| Address Line 1: | One Manhattan West | | |
| Address Line 2: | Monique L. Ribando | | |
| Address Line 4: | New York, NEW YORK 10001-8602 | | |
| ATTORNEY DOCKET NUMBER: | 218090/2 | | |
| NAME OF SUBMITTER: | Michael Oren Epstein | | |
| SIGNATURE: | /MOE/ | | |

CH \$115.00 5243118

| | |
|---------------------|------------|
| DATE SIGNED: | 02/16/2023 |
|---------------------|------------|

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of February 15, 2023 (this "Agreement"), among Coach-Net RV Motor Club, Inc., a Nevada corporation (including as successor-by-assignment to National Motor Club Partner Solutions, Inc., the "Grantor") and Goldman Sachs Bank USA, as Administrative Agent (the "Administrative Agent").

Reference is made to (a) the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated February 8, 2021 among RVRH HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), RVR DEALERSHIP HOLDINGS, LLC, a Delaware limited liability company (the "Borrower"), the Lenders from time to time party thereto and the Administrative Agent and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other Grantors (as defined therein) from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States federal trademark registrations and trademark applications listed on Schedule I attached hereto, including all Proceeds and products thereof and all rights to sue for past, present and future infringements, misappropriations or violations thereof (the "Trademark Collateral"). This Agreement shall not be deemed to grant a security interest in any trademark application filed on an intent-to-use basis to the extent a security interest is not permitted to attach thereto under the Collateral Agreement.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. The security interest granted herein shall terminate and be released at the time and in the manner set forth in Section 9.15 of the Credit Agreement and, at

such time, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. **This Agreement shall be construed in accordance with and governed by the laws of the State of New York.**

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COACH-NET RV MOTOR-CLUB, INC., as
Grantor

By: 

Name: Evgeny Samoylov
Title: Corporate Controller and
Assistant Treasurer

[Signature Page to Trademark Agreement]

TRADEMARK
REEL: 007974 FRAME: 0228

GOLDMAN SACHS BANK USA, as
Administrative Agent

By: MR
Name: Maria Riaz
Title: Authorized Signatory

Schedule I

| Mark | Classes / Services | Reg. No. | Reg. Date | Owner |
|--------------------------|---|-----------------|------------------|-------------------------------|
| ASSET PROTECT | (36) Providing guaranteed asset protection insurance services | 5243118 | July 11, 2017 | Coach-Net RV Motor Club, Inc. |
| COACH-NET | (37) Automotive services, namely, automotive roadside assistance and technical support services | 2507164 | Nov. 13, 2001 | Coach-Net RV Motor Club, Inc. |
| RV PROTECT | (36) Providing vehicle service agreements on vehicles manufactured by others for mechanical breakdown and servicing | 4492205 | March 4, 2014 | Coach-Net RV Motor Club, Inc. |
| RV TECH ADVANTAGE | (37) Automotive services, namely, automotive roadside assistance and technical support services | 2954950 | May 24, 2005 | Coach-Net RV Motor Club, Inc. |