

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789126

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900742128		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUTOMOBILE PROTECTION CORPORATION-APCO		01/03/2023	Corporation: GEORGIA
GWC WARRANTY CORPORATION		01/03/2023	Corporation: PENNSYLVANIA
NATIONAL AUTO CARE INVESTMENTS CORPORATION		01/03/2023	Corporation: FLORIDA
OAK SERVICES II, LLC		01/03/2023	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, AS ADMINISTRATIVE AGENT		
Street Address:	20 King Street West		
Internal Address:	4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	Ontario M5H 1C4		
Entity Type:	Schedule I Bank in Canada: CANADA		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	1403422	APCO AUTOMOBILE PROTECTION CORPORATION	
Registration Number:	3660601	EASY CARE	
Registration Number:	3660600	EASY CARE	
Registration Number:	1508560	EASY CARE	
Registration Number:	4850284	GWC WARRANTY	
Registration Number:	4698797	KEYCARE	
Registration Number:	4845130	NO WORRIES, JUST DRIVE	
Registration Number:	4841099	POWERLIFE	
Registration Number:	4784792	THE 7TH PROFIT CENTER	
Registration Number:	1645484	TOTAL CARE	
Registration Number:	5351441	BEAT 'EM TO THE PORT	

Property Type	Number	Word Mark
Registration Number:	5347591	SELECTCARE
Registration Number:	5351289	EASYCARE ENGAGE
Registration Number:	5503598	OWN THE PORT
Registration Number:	2672852	VISUALGAP
Registration Number:	4171177	A LIFETIME OF WORRY-FREE DRIVING
Registration Number:	3228700	DRIVERS FIRST CHOICE
Registration Number:	3047596	EQUI-PRO
Registration Number:	5248940	OAK GROUP
Registration Number:	5248859	OAK GROUP
Registration Number:	4922191	EC BOND
Registration Number:	5560603	ZIRIDIUM
Registration Number:	6480030	E-RADICATE ANTI-MICROBIAL TREATMENT
Registration Number:	6480000	E-RADICATE ANTI-MICROBIAL TREATMENT
Registration Number:	6480063	ZRADICATE
Registration Number:	6480001	ZRADICATE
Registration Number:	4972034	HALO
Registration Number:	6019941	MEMBERCARE
Registration Number:	5060794	PROTECTING WHAT MOVES YOU
Registration Number:	5553802	NANO FORCEFIELD
Serial Number:	97560298	F&I 360
Serial Number:	88718246	DRIVEQUEST
Serial Number:	97138785	STRONG PRODUCT STRONG PROTECTION STRONG

CORRESPONDENCE DATA

Fax Number: 2124552502

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.

Phone: 2124552592

Email: jmull@stblaw.com

Correspondent Name: Courtney Welshimer

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 080599/0151

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 02/23/2023

Total Attachments: 6

source=Project Warrior - Trademark Security Agreement [Executed]#page1.tif

source=Project Warrior - Trademark Security Agreement [Executed]#page2.tif

source=Project Warrior - Trademark Security Agreement [Executed]#page3.tif
source=Project Warrior - Trademark Security Agreement [Executed]#page4.tif
source=Project Warrior - Trademark Security Agreement [Executed]#page5.tif
source=Project Warrior - Trademark Security Agreement [Executed]#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of January 3, 2023, (this “Agreement”), by AUTOMOBILE PROTECTION CORPORATION–APCO, GWC WARRANTY CORPORATION, NATIONAL AUTO CARE INVESTMENTS CORPORATION and OAK SERVICES II, LLC (each, a “Grantor”) in favor of the Administrative Agent referred to below.

Reference is made to that certain Pledge and Security Agreement, dated as of January 3, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders and Issuing Banks have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of January 3, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among APCO Parent LLC, a Delaware limited liability company, APCO Holdings, LLC, a Delaware limited liability company (the “Borrower”), the Lenders and Issuing Banks from time to time party thereto and Royal Bank of Canada, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its permitted successors and assigns, the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located, including all Trademarks, and including the Trademark registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto, in each case, to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Intellectual Property Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute (if applicable) and deliver to Grantor, at such Grantor’s expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and/or delivery of any document pursuant to this Section 4 shall be without recourse to or representation or warranty by the Administrative Agent or any Secured Party. Each Grantor shall reimburse the Administrative Agent for all reasonable and documented costs and out-of-pocket expenses incurred by it in connection with any action contemplated by this Section 4 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

SECTION 5. *Governing Law; Jurisdiction.* THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT,

CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THE CONSENT TO JURISDICTION, CONSENT TO SERVICE OF PROCESS, VENUE AND WAIVER OF JURY TRIAL PROVISIONS SET FORTH IN SECTION 7.15 AND SECTION 7.16 OF THE SECURITY AGREEMENT SHALL APPLY TO THIS AGREEMENT, MUTATIS MUTANDIS, TO THE SAME EXTENT AS IF FULLY SET FORTH HEREIN.

SECTION 6. *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. This Agreement shall become effective when it has been executed by the parties hereto and when the Administrative Agent has received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act

SECTION 7. *Recordation.* Each Grantor hereby authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, and any other applicable Governmental Authority record this Agreement.

SECTION 8. *Release.* This Agreement shall continue in effect until the Termination Date, and the Liens granted hereunder shall automatically be released in the circumstances for release described in Section 8.09 and/or Section 9.22 of the Credit Agreement, as applicable.

[Signature Page Follows]

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

AUTOMOBILE PROTECTION CORPORATION-APCO
GWC WARRANTY CORPORATION
NATIONAL AUTO CARE INVESTMENTS
CORPORATION

By:  DocuSigned by:
OAK SERVICES II, LLC

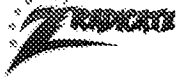
2EF24830ADC8411
Name: Michael Perrett
Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
	73563305 10/15/1985	1403422 7/29/1986	Automobile Protection Corporation-APCO
	77649362 1/14/2009	3660601 7/28/2009	Automobile Protection Corporation-APCO
Easy Care	77649359 1/14/2009	3660600 7/28/2009	Automobile Protection Corporation-APCO
Easy Care	73687159 9/30/1987	1508560 10/11/1988	Automobile Protection Corporation-APCO
	1001216 1/6/1999	TMA545681 5/28/2001 (Canada)	Automobile Protection Corporation-APCO
Entretienfacile	1047398 2/18/2000	TMA576570 2/27/2003 (Canada)	Automobile Protection Corporation-APCO
ENTRETIENTOTAL	1047399 2/18/2000	TMA576575 2/27/2003 (Canada)	Automobile Protection Corporation-APCO
GWC WARRANTY	86572493 3/23/2015	4850284 11/10/2015	GWC Warranty Corporation
KEYCARE	86301565 6/5/2014	4698797 3/10/2015	Automobile Protection Corporation-APCO
NO WORRIES, JUST DRIVE	86572472 3/23/2015	4845130 11/03/2015	GWC Warranty Corporation
POWERLIFE	86568130 3/18/2015	4841099 10/27/2015	Automobile Protection Corporation-APCO
THE 7TH PROFIT CENTER	86436831 10/28/2014	4784792 8/04/2015	Automobile Protection Corporation-APCO

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
Total Care	74008443 12/06/1989	1645484 5/21/1991	Automobile Protection Corporation-APCO
TOTAL CARE	1047394 2/18/2000	TMA562085 5/15/2002 (Canada)	Automobile Protection Corporation-APCO
BEAT 'EM TO THE PORT	87077290 6/20/2016	5351441 12/05/2017	Automobile Protection Corporation-APCO
SELECTCARE	87209977 10/20/2016	5347591 11/28/2017	Automobile Protection Corporation-APCO
EASYCARE ENGAGE	86962774 4/04/2016	5351289 12/05/2017	Automobile Protection Corporation-APCO
OWN THE PORT	86962816 4/4/2016	5503598 6/26/2018	Automobile Protection Corporation-APCO
VISUALGAP	76140668 10/02/2000	2672852 1/07/2003	National Auto Care Investments Corporation
A LIFETIME OF WORRY-FREE DRIVING	85468582 11/9/2011	4171177 7/10/2012	Oak Services II, LLC
DRIVERS FIRST CHOICE	78619245 4/28/2005	3228700 4/10/2007	Oak Services II, LLC
EQUI-PRO	76587116 4/13/2004	3047596 1/24/2006	Oak Services II, LLC
	87097819 7/8/2016	5248940 7/25/2017	Oak Services II, LLC
OAK GROUP	87072972 6/15/2016	5248859 7/25/2017	Oak Services II, LLC
	86673803 6/25/2015	4922191 3/22/2016	National Auto Care Investments Corporation
ZIRIDIUM	87784819 2/5/2018	5560603 9/11/2018	National Auto Care Investments Corporation
	88/920286 5/18/2020	6480030 9/7/2021	National Auto Care Investments Corporation

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
E-RADICATE ANTI-MICROBIAL TREATMENT	88909142 5/11/2020	6480000 9/7/2021	National Auto Care Investments Corporation
	88939823 5/29/2020	6480063 9/7/2021	National Auto Care Investments Corporation
ZRadicate	88909143 5/11/2020	6480001 9/7/2021	National Auto Care Investments Corporation
HALO	86641650 5/26/2015	4972034 6/7/2016	National Auto Care Investments Corporation
F&I 360	97560298 8/23/2022	N/A	Automobile Protection Corporation-APCO
DRIVEQUEST	88718246 12/06/2019	N/A	Automobile Protection Corporation-APCO
MEMBERCARE	88229430 12/14/2018	6019941 3/24/2020	Automobile Protection Corporation-APCO
PROTECTING WHAT MOVES YOU	86748258 9/04/2015	5060794 10/11/2016	Automobile Protection Corporation-APCO
NANO FORCEFIELD	87748779 1/09/2018	5553802 9/04/2018	Automobile Protection Corporation - APCO
STRONG PRODUCT STRONG PROTECTION STRONG PERFORMANCE	97138785 11/23/2021	N/A	National Auto Care Investments Corporation (as successor in interest to Eckbond Coatings Inc.)