

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793509

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900747033

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pro Park, LLC		01/31/2023	Limited Liability Company: CONNECTICUT
WinPro Parking, LLC		01/31/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Churchill Agency Services LLC
Street Address:	430 Park Avenue
Internal Address:	14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3929846	BLUE SKY
Registration Number:	5893984	CLOUDPARK OFFICE TOWER PARKING SOFTWARE
Registration Number:	5768179	CLOUDPARK REMOTE MANAGEMENT CENTER
Registration Number:	5768180	CLOUDPARK REMOTE MANAGEMENT CENTER
Registration Number:	5883713	JIFFY AIRPORT PARKING
Registration Number:	5126670	PARK ON!
Registration Number:	3883606	PARKING PEOPLE
Registration Number:	5126669	PARKTROVE
Registration Number:	6006102	PROPARK MOBILITY
Registration Number:	5080279	THE EXACT RIGHT WAY
Registration Number:	4229131	NANOMAX
Registration Number:	2868941	THE PERFECT PARKING MOMENT
Registration Number:	2061591	PROPARK
Registration Number:	2735340	PROPARK AMERICA
Registration Number:	2714335	PROPARK AMERICA

Property Type	Number	Word Mark
Registration Number:	2815425	SHERPA SERVICE
Registration Number:	6668768	VIRTUAL PARKING CONCIERGE
Registration Number:	6668767	VIRTUAL VALET PARKING
Registration Number:	3898159	NANOMAX
Registration Number:	3304595	(P)
Registration Number:	2073722	WINPARK
Registration Number:	2825260	WINPARK

CORRESPONDENCE DATA

Fax Number:

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: 14155911000

Email: TrademarksCH@winston.com

Correspondent Name: Becky L. Troutman, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	018898.00016
NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/mp
DATE SIGNED:	03/10/2023

Total Attachments: 6

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SHORT FORM TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Churchill Agency Services LLC (“Churchill”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below) and the Security Agreement referred to therein.

WHEREAS, Transit Buyer, LLC, a Delaware limited liability company (the “Borrower”), Transit Midco, LLC, a Delaware limited liability company (“Holdings”), Churchill, as administrative agent for the Lenders and as collateral agent for the Secured Parties, each LC Issuer and Swing Line Lender from time to time party thereto and each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) have entered into the Credit Agreement, dated as of January 31, 2023 (the “Closing Date”) (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the LC Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in order to induce the Lenders to make Loans, the LC Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrower and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”), in each case, other than Excluded Property:

- (a) all Trademarks, including the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule A hereto (excluding any Excluded Property);
- (b) all Proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same (in the case of Trademarks).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing whether direct or indirect, absolute or contingent, and whether for

principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by each Grantor party hereto for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission (including “.pdf” or “.tif” files) shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, mutatis mutandis.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Conflicts; Acceptable Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of any Acceptable Intercreditor Agreement entered into after the date hereof. In the event of any conflict between the terms of any Acceptable Intercreditor Agreement entered into after the date hereof and this Trademark Security Agreement, the terms of such Acceptable Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

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

PRO PARK, LLC,
as a Grantor

By: _____

Name: John Schmid
Title: President

WINPRO PARKING, LLC,
as a Grantor

By: _____

Name: David Schmid
Title: Secretary and Treasurer

[Signature page to Trademark Security Agreement]

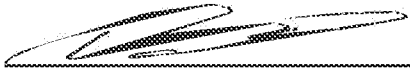
TRADEMARK
REEL: 007997 FRAME: 0896

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

PRO PARK, LLC,
as a Grantor

By: _____
Name: John Schmid
Title: President

WINPRO PARKING, LLC,
as a Grantor

By:  _____
Name: David Schmid
Title: Secretary and Treasurer

[Signature page to Trademark Security Agreement]

TRADEMARK
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**CHURCHILL AGENCY SERVICES LLC, as
Collateral Agent**

By: 

Name: Mathew Linett

Title: Senior Managing Director

[Signature page to Trademark Security Agreement]

**TRADEMARK
REEL: 007997 FRAME: 0898**

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Title	Current Owner	Jurisdiction	Application, Serial or Registration No.
BLUE SKY	Pro Park, LLC	United States	Registration No. 3,929,846
Cloudpark Office Tower Parking Software	Pro Park, LLC	United States	Registration No. 5,893,984
Cloudpark Remote Management Center	Pro Park, LLC	United States	Registration No. 5,768,179
Cloudpark Remote Management Center	Pro Park, LLC	United States	Registration No. 5,768,180
Jiffy Airport Parking	Pro Park, LLC	United States	Registration No. 5,883,713
Park On!	Pro Park, LLC	United States	Registration No. 5,126,670
Parking People	Pro Park, LLC	United States	Registration No. 3,883,606
ParkTrove	Pro Park, LLC	United States	Registration No. 5126669
ProPark Mobility	Pro Park, LLC	United States	Registration No. 6006102
The exact right way	Pro Park, LLC	United States	Registration No. 5,080,279
Nanomax	Pro Park, LLC	United States	Registration No. 4,229,131
The Perfect Parking Moment	Pro Park, LLC	United States	Registration No. 2,868,941
Propark	Pro Park, LLC	United States	Registration No. 2,061,591
ProPark America	Pro Park, LLC	United States	Registration No. 2,735,340
ProPark America (Design)	Pro Park, LLC	United States	Registration No. 2,714,335
Sherpa Service	Pro Park, LLC	United States	Registration No. 2,815,425
Virtual Parking Concierge	Pro Park, LLC	United States	Registration No. 6,668,768
Virtual Valet Parking	Pro Park, LLC	United States	Registration No. 6,668,767
NANOMAX	Pro Park, LLC	United States	Registration No. 3898159
(P)	Pro Park, LLC	United States	Registration No. 3304595
CLOUDPARK OFFICE TOWER PARKING SOFTWARE	Pro Park, LLC	United States	Registration No. 5893984
Winpark	WinPro Parking, LLC	United States	Registration No. 2,073,722
Winpark	WinPro Parking, LLC	United States	Registration No. 2,825,260
CLOUDPARK	Pro Park, LLC	US State Connecticut	Registration No. 39465206
CLOUDPARK	Pro Park, LLC	US State Connecticut	Registration No. 39465191