

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUTOALERT, LLC		03/31/2023	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC, as Collateral Agent		
Street Address:	950 17th Street, Suite 1400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	76487358	AUTOALERT	
Serial Number:	87410709	A	
Serial Number:	87356110	ONE TO ONE INTELLIGENT MARKETING POWERED	
Serial Number:	87297067	SERVICEMONITOR	
Serial Number:	86344117	AUTOALERT	
Serial Number:	86344124	DIRECTALERT	
Serial Number:	86344140	AUTOALERT	
Serial Number:	87843447	PANDO	
Serial Number:	97181302	ALERTMINER	
Serial Number:	97181306	ALERTMINER PRO	
Serial Number:	97181289	ALERTMINER PRO	
Serial Number:	97116700	AA AUTOALERT	
Serial Number:	97116769	AUTOALERT CXM	
Serial Number:	97115656	AUTOALERT CXM	
Serial Number:	97116633	AA	
Serial Number:	97116664	ENGAGEMENT STUDIO	
CORRESPONDENCE DATA			
Fax Number:	3129021061		

CH \$415.00 76487358

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: 312-577-8438
Email: raquel.haleem@katten.com
Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	04/04/2023

Total Attachments: 6
source=blackrock autoalert second lien trademark security agreement EXECUTED 2023#page1.tif
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF MARCH 31, 2023 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG ACQUIOM AGENCY SERVICES LLC, AS THE “FIRST LIEN AGENT”, AND THE COLLATERAL AGENT, AS “SECOND LIEN AGENT”. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2023, by AUTOALERT, LLC, 9050 Irvine Center Drive, Irvine, CA 92618, a Nevada limited liability company (individually, a “Grantor”), in favor of ACQUIOM AGENCY SERVICES LLC, 950 17th Street, Suite 1400, Denver, Colorado 80202, a Colorado limited liability company, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to a Second Lien Guarantee and Collateral Agreement, dated as of March 31, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “GCA”), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and mortgage on all of its right, title and interest in, to and under all the following Collateral of such Grantor:

A. all Trademarks of such Grantor, including the Trademarks listed on Schedule I attached hereto;

B. all goodwill associated with such Trademarks;

C. all Proceeds of any and all of the foregoing; and

D. all rights to sue for past, present or future infringements thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Trademark Security Agreement shall not extend to any Collateral excluded from the GCA.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the GCA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the GCA, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

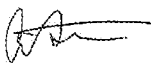
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,

AUTOALERT, LLC

By: 

Name: Allan Stejskal

Title: President and Chief Executive Officer

Accepted and Agreed:

ACQUIOM AGENCY SERVICES LLC,
as Collateral Agent

By: Veronica Colón
Name: Veronica Colón
Title: Senior Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Mark	Country	Application No.	Status of Mark	Registration No.	Registration Date
<i>AutoAlert</i>	US	76487358	Registered	2873491	8/17/04
A 	US	87410709	Registered	5368493	1/2/18
ONE TO ONE INTELLIGENT MARKETING POWERED BY AUTO ALERT 	US	87356110	Registered	5358505	12/19/17
SERVICEMONITOR	US	87297067	Registered	5361654	12/19/17
AUTOALERT	US	86344117	Registered	5105452	12/20/16
DIRECTALERT	US	86344124	Registered	5105453	12/20/16
AUTOALERT <i>AutoAlert</i>	US	86344140	Registered	5105454	12/20/16

Mark	Country	Application No.	Status of Mark	Registration No.	Registration Date
PANDO	US	87843447	Registered	6203016	11/24/20
ALERTMINER	US	97181302	Registered	6924733	12/13/22

Trademark Applications:

Mark	Country	Application No.	Application Date	Status of Mark
ALERTMINER PRO	US	97181306	12/20/21	Published (Pending) Intent to Use
ALERTMINER PRO	US	97181289	12/20/21	Published (Pending) Intent to Use
aa AUTOALERT	US	97116700	11/9/21	Published (Pending) Intent to Use
AUTOALERT CXM	US	97116769	11/9/21	Published (Pending) Intent to Use
AUTOALERT CXM	US	97115656	11/9/21	Published (Pending) Intent to Use
aa	US	97116633	11/9/21	Published (Pending) Intent to Use
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