

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GMM2 LLC		05/08/2023	Limited Liability Company: DELAWARE
CITY CAB COMPANY OF ORLANDO LLC		05/08/2023	Limited Liability Company: FLORIDA
MEARS GLOBAL CHAUFFEURED SERVICES, INC.		05/08/2023	Corporation: FLORIDA
MEARS DESTINATION SERVICES, INC.		05/08/2023	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	MITSUBISHI HC CAPITAL AMERICA, INC.
Street Address:	800 CONNECTICUT AVENUE, SUITE 4N
City:	NORWALK
State/Country:	CONNECTICUT
Postal Code:	06854
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	6647369	MEARS LUXE
Registration Number:	6804619	MEARS LUXE
Registration Number:	6804620	MEARS LUXE TAXI
Registration Number:	6647370	M MEARS
Registration Number:	2323141	
Registration Number:	3621783	MEARS
Registration Number:	3611305	MEARS
Registration Number:	3621785	MEARS TRANSPORTATION GROUP
Registration Number:	3621784	MEARS TRANSPORTATION GROUP
Registration Number:	3052686	MEARS DESTINATION SERVICES
Registration Number:	3590231	M
Registration Number:	3590230	M
Registration Number:	5168652	

OP \$1465.00 6647369

Property Type	Number	Word Mark
Registration Number:	5168625	
Registration Number:	5445304	MEARS SHUTTLE
Registration Number:	5445303	MEARS SHUTTLE
Registration Number:	5445302	MEARS COACH
Registration Number:	5445301	MEARS COACH
Registration Number:	6038999	
Registration Number:	4370977	CITY CAB
Registration Number:	4443902	YELLOW CAB CO.
Registration Number:	4536195	CHECKER CAB
Registration Number:	4770662	
Registration Number:	4757830	MEARS TAXI
Registration Number:	4757831	MEARS TAXI
Registration Number:	4810462	MEARS RIDE
Registration Number:	4810450	MEARS RIDE
Registration Number:	4903169	
Registration Number:	4903171	
Registration Number:	4903173	
Registration Number:	4903172	
Registration Number:	5054684	MEARS
Registration Number:	5998786	
Registration Number:	5998785	
Registration Number:	5014956	MEARS GLOBAL
Registration Number:	6259400	MEARS M GLOBAL
Registration Number:	5829168	GET IT
Registration Number:	5219017	GO GETTER
Registration Number:	4256214	MEARS GLOBAL CHAUFFEURED SERVICES M
Serial Number:	90874800	MEARS GLOBAL CHAUFFEURED SERVICES
Serial Number:	90542234	MEARS TRANSPORTATION GROUP
Serial Number:	90613287	MEARS CONNECT
Serial Number:	90874794	MEARS COACH
Serial Number:	90874791	MEARS SHUTTLE
Serial Number:	90874786	MEARS SELECT
Serial Number:	90874777	MEARS SELECT
Serial Number:	88504272	MEARS
Serial Number:	88546636	MEARS LUXE
Serial Number:	88504367	MEARS RIDE
Serial Number:	88546706	MEARS LUXE
Serial Number:	88549469	MEARS LUXE TAXI

Property Type	Number	Word Mark
Serial Number:	88549690	M MEARS
Serial Number:	90874818	MEARS LUXE
Serial Number:	90874814	MEARS LUXE
Serial Number:	90874806	MEARS TAXI
Serial Number:	88253472	GET IT
Registration Number:	6897303	MEARS CONNECT
Registration Number:	6937881	MEARS CONNECT

CORRESPONDENCE DATA

Fax Number: 4696804299

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: 469-680-4264

Email: ipdocket-chi@reedsmith.com

Correspondent Name: ZACHARY CALLARMAN

Address Line 1: 2850 N. HARWOOD STREET

Address Line 2: REED SMITH LLP

Address Line 4: DALLAS, TEXAS 75201

NAME OF SUBMITTER:	ZACHARY CALLARMAN
SIGNATURE:	/ZACHARY CALLARMAN/
DATE SIGNED:	05/15/2023

Total Attachments: 11

- source=MHCA - Mears - Trademark Security Agreement (Executed) #page1.tif
- source=MHCA - Mears - Trademark Security Agreement (Executed) #page2.tif
- source=MHCA - Mears - Trademark Security Agreement (Executed) #page3.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of May 8, 2023, is entered into by GMM2 LLC, a Delaware limited liability company ("*GMM2*"), CITY CAB COMPANY OF ORLANDO LLC, a Florida limited liability company ("*City Cab*"), MEARS GLOBAL CHAUFFEURED SERVICES, INC., a Florida corporation ("*MGC*"), and MEARS DESTINATION SERVICES, INC., a Florida corporation ("*MDS*" and together with GMM2, City Cab, and MGC, each a "*Grantor*" and collectively, the "*Grantors*"), and MITSUBISHI HC CAPITAL AMERICA, INC., as agent for the Lenders (in such capacity, the "*Agent*"). Capitalized terms not otherwise defined herein have the meanings set forth in the Loan and Security Agreement dated as of the date hereof, among Grantors, certain affiliates of Grantors from time to time party thereto, the Lenders from time to time party thereto, and the Agent (as amended, restated or otherwise modified from time to time, the "*Loan Agreement*").

WHEREAS, pursuant to the Loan Agreement, Grantors are granting a security interest to the Agent, on behalf of and for the ratable benefit of the Lenders, in certain trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the trademarks listed on Schedule 1 (the "*Secured Trademarks*").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Each Grantor hereby grants to the Agent, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Loan Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Agent under the Loan Agreement. The rights and remedies of the Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement pursuant to which the Agent may modify this Agreement, after obtaining each Grantor's approval of or signature to such modification, by amending Schedule 1 to include reference to any right, title or interest in any existing trademarks or any trademarks acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any trademarks in which any Grantor no longer has or claims any right, title or interest.

3. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF

ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Agent and Grantors and their respective successors and assigns. Grantors shall not, without the prior written consent of the Agent given in accordance with the Loan Agreement, assign any right, duty or obligation hereunder.

5. Counterparts.


This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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 instrument. Delivery of an executed counterpart of a signature page of this Agreement by fax or other electronic transmission (e.g., “.pdf”) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

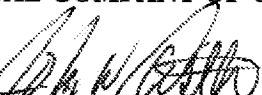
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:


GMM2 LLC

By: 
Name: John W. Castle
Title: Chief Executive Officer

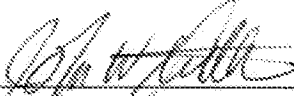
CITY CAB COMPANY OF ORLANDO LLC

By: 
Name: John W. Castle
Title: President

**MEARS GLOBAL CHAUFFEURED SERVICES,
INC.**

By: 
Name: John W. Castle
Title: President

MEARS DESTINATION SERVICES, INC.

By: 
Name: John W. Castle
Title: President

AGENT:

MITSUBISHI HC CAPITAL AMERICA, INC.,
as Agent

By: *James M. Giaimo*
Name: James M. Giaimo
Title: Chief Credit Officer

SCHEDULE 1



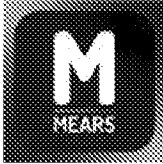



TRADEMARK SECURITY AGREEMENT



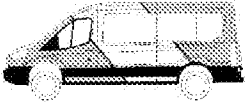
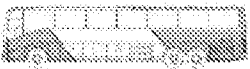



Grantor	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Mears Global Chauffeured Services, Inc.	MEARS GLOBAL	A0093553 Madrid Protocol Canada	1,516,403	01/24/2020	02/27/2020
Mears Global Chauffeured Services, Inc.	MEARS GLOBAL CHAUFFEURED SERVICES	90/874,800	N/A	08/10/2021	N/A (PENDING)
Mears Destination Services, Inc.	MEARS TRANSPORTATION GROUP	90/542,234	N/A	02/23/2021	N/A (PENDING)
Mears Destination Services, Inc.	MEARS CONNECT	90/613,277	6,897,303	03/30/2021	11/08/2022
Mears Destination Services, Inc.	MEARS CONNECT	90/613,284	6,937,881	03/30/2021	12/27/2022
Mears Destination Services, Inc.	MEARSCONNECT	90/613,287	N/A	03/30/2021	N/A (PENDING)
Mears Destination Services, Inc.	MEARS COACH®	90/874,794	N/A	08/10/2021	N/A (PENDING)
Mears Destination Services, Inc.	MEARS SHUTTLE®	90/874,791	N/A	08/10/2021	N/A (PENDING)
Mears Destination Services, Inc.	MEARSSELECT	90/874,786	N/A	08/10/2021	N/A (PENDING)
Mears Destination Services, Inc.	MEARS SELECT™	90/874,777	N/A	08/10/2021	N/A (PENDING)
Mears Destination Services, Inc.	MEARS MOTOR COACHES	N/A	T98000000616 (Florida)	N/A	06/01/1998




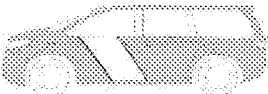





Mears Destination Services, Inc.	MEARS MOTOR SHUTTLE	N/A	T98000000615 (Florida)	N/A	06/01/1998
Mears Destination Services, Inc.	M	N/A	T08000000727 (Florida)	N/A	06/18/2008
Mears Destination Services, Inc.	M	N/A	T08000000728 (Florida)	N/A	06/18/2008
Mears Destination Services, Inc.	MEARS	N/A	T08000000459 (Florida)	N/A	04/14/2008
Mears Destination Services, Inc.	MEARS	N/A	T98000000630 (Florida)	N/A	06/01/1998
Mears Destination Services, Inc.	M	N/A	T98000000628 (Florida)	N/A	06/01/1998
City Cab Company of Orlando LLC	MEARS	88/504,272	N/A	07/08/2019	N/A (PENDING)
City Cab Company of Orlando LLC	MEARS LUXE	88/546,636	N/A	07/29/2019	N/A (PENDING)
City Cab Company of Orlando LLC	MEARS LUXE	88/983,453	6,647,369	07/29/2019	02/15/2022
City Cab Company of Orlando LLC	MEARS LUXE	A0093548 Madrid Protocol Canada	N/A	01/24/2020	05/07/2020
City Cab Company of Orlando LLC	MEARS RIDE	88/504,367	N/A	07/08/2019	N/A (PENDING)
City Cab Company of Orlando LLC	MEARS LUXE	88/546,706	N/A	07/29/2019	N/A (PENDING)
City Cab Company of Orlando LLC	MEARS LUXE	88/983,452	6,804,619	07/29/2019	07/26/2022
City Cab Company of Orlando LLC	MEARS LUXE/TAXI	88/549,469	N/A	07/30/2019	N/A (PENDING)

SCHEDULE 1-2

TRADEMARK
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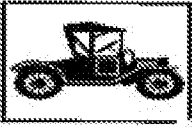

City Cab Company of Orlando LLC		88/983,458	6,804,620	07/30/2019	07/26/2022
City Cab Company of Orlando LLC		88/549,690	N/A	07/30/2019	N/A (PENDING)
City Cab Company of Orlando LLC		88/983,459	6,647,370	07/30/2019	02/15/2022
City Cab Company of Orlando LLC	MEARSLUXE™	90/874,818	N/A	08/10/2021	N/A (PENDING)
City Cab Company of Orlando LLC		90/874,814	N/A	08/10/2021	N/A (PENDING)
City Cab Company of Orlando LLC		90/874,806	N/A	08/10/2021	N/A (PENDING)
GMM 2 LLC	GET IT	88/253,472	N/A	01/08/2019	N/A (PENDING)
Mears Destination Services, Inc.		75/492,442	2,323,141	05/28/1998	02/29/2000
Mears Destination Services, Inc.	MEARS	77/440,031	3,621,783	04/04/2008	05/19/2009
Mears Destination Services, Inc.	MEARS	77/440,010	3,611,305	04/04/2008	04/28/2009
Mears Destination Services, Inc.	MEARS TRANSPORTATION GROUP	77/440,104	3,621,785	04/04/2008	05/19/2009
Mears Destination Services, Inc.	MEARS TRANSPORTATION GROUP	77/440,094	3,621,784	04/04/2008	05/19/2009

Mears Destination Services, Inc.	MEARS DESTINATION SERVICES	76/621,383	3,052,686	11/19/2004	01/31/2006
Mears Destination Services, Inc.		77/440,190	3,590,231	04/04/2008	03/17/2009
Mears Destination Services, Inc.		77/440,144	3,590,230	04/04/2008	03/17/2009
Mears Destination Services, Inc.		86/973,857	5,168,652	04/13/2016	03/21/2017
Mears Destination Services, Inc.		86/932,831	5,168,625	03/08/2016	03/21/2017
Mears Destination Services, Inc.	MEARS SHUTTLE	87/518,012	5,445,304	07/06/2017	04/10/2018
Mears Destination Services, Inc.	MEARS SHUTTLE	87/517,914	5,445,303	07/06/2017	04/10/2018
Mears Destination Services, Inc.	MEARS COACH	87/517,722	5,445,302	07/06/2017	04/10/2018
Mears Destination Services, Inc.	MEARS COACH	87/517,668	5,445,301	07/06/2017	04/10/2018
Mears Destination Services, Inc.		88/476,424	6,038,999	06/17/2019	04/21/2018
City Cab Company of Orlando LLC		85/656,821	4,370,977	06/20/2012	07/23/2013
City Cab Company of Orlando LLC		85/931,551	4,443,902	05/14/2013	12/03/2013

City Cab Company of Orlando LLC		N/A	T13000000441	N/A	04/25/2013
City Cab Company of Orlando LLC		85/965,127	4,536,195	06/20/2013	05/27/2014
City Cab Company of Orlando LLC		86/432,343	4,770,662	10/23/2014	07/07/2015
City Cab Company of Orlando LLC	MEARS TAXI	86/432,229	4,757,830	10/23/2014	06/16/2015
City Cab Company of Orlando LLC	MEARS TAXI	86/432,299	4,757,831	10/23/2014	06/16/2015
City Cab Company of Orlando LLC	MEARS RIDE	86/587,804	4,810,462	04/06/2015	09/08/2015
City Cab Company of Orlando LLC	MEARS RIDE	86/578,465	4,810,450	03/27/2015	09/08/2015
City Cab Company of Orlando LLC		86/738,002	4,903,169	08/26/2015	02/16/2016
City Cab Company of Orlando LLC		86/740,238	4,903,171	08/28/2015	02/16/2016
City Cab Company of Orlando LLC		86/740,457	4,903,173	08/28/2015	02/16/2016
City Cab Company of Orlando LLC		86/740,390	4,903,172	08/28/2015	02/16/2016
City Cab Company of Orlando LLC	MEARS 	86/926,719	5,054,684	03/02/2016	10/04/2016
City Cab Company of Orlando LLC		88/360,600	5,998,786	03/28/2019	02/25/2020



SCHEDULE 1-5

TRADEMARK
REEL: 008072 FRAME: 0706

City Cab Company of Orlando LLC		88/360,542	5,998,785	03/28/2019	02/25/2020
Mears Global Chauffeured Services, Inc.	MEARS GLOBAL	86/919,857	5,014,956	02/25/2016	08/02/2016
Mears Global Chauffeured Services, Inc.		88/769,368	6,259,400	01/22/2020	02/02/2021
GMM2 LLC	GET IT	86/332,134	5,829,168	07/09/2014	08/06/2019
GMM2 LLC	GET ME (in Canada)	N/A	TMA 1063799	N/A	11/20/2019
Mears Destination Services, Inc.	 “Design of a Black Antique Car on a White Background with Square Black Border”	N/A	T98000000627 (Florida)	N/A	06/01/1998
Mears Destination Services, Inc.	 Design Mark: Design of Black Box Surrounding a Yellow Letter M	N/A	T98000000628 (Florida)	N/A	06/01/1998
Mears Destination Services, Inc.	MEARS	N/A	T08000000459 (Florida)	N/A	04/14/2008
Mears Destination Services, Inc.	MEARS	N/A	T98000000630 (Florida)	N/A	06/01/1998
Mears Destination Services, Inc.	MEARS	N/A	T08000000458 (Florida)	N/A	04/14/2008
Mears Destination Services, Inc.	MEARS TRANSPORTATION GROUP	N/A	T08000000460 (Florida)	N/A	04/14/2008
Mears Destination Services, Inc.	MEARS TRANSPORTATION GROUP	N/A	T98000000629 (Florida)	N/A	06/01/1998

SCHEDULE 1-6

TRADEMARK
REEL: 008072 FRAME: 0707

GMM2 LLC	Go Getter	86/611,983	5,219,017	04/28/2015	06/06/2017
Mears Global Chauffeured Services, Inc.	 <p>MEARS  GLOBAL <small>CHAUFFEURED SERVICES</small></p>	85/443,713	4,256,214	10/10/2011	12/11/2012

SCHEDULE 1-7