

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813360

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BESTPASS, INC.		05/26/2023	Corporation: NEW YORK
EXPRESS TRUCK TAX, LLC		05/26/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SIXTH STREET SPECIALTY LENDING, INC.		
Street Address:	2100 MCKINNEY AVENUE, SUITE 1500		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	7005207	BESTPASS WHERE YOU GO.	
Registration Number:	6198356	EXPRESS TRUCK TAX	
Registration Number:	6198358	EXPRESS TRUCK TAX IRS 2290 & IFTA MADE E	
Registration Number:	6196428	PAYVIAM	
Registration Number:	5872753	BESTPASS	
Registration Number:	4933692	WHERE YOU GO.	
Registration Number:	4933693	WHERE YOU GO. BESTPASS	
Registration Number:	4489792	BESTPASS	
Registration Number:	4520369	BESTPASS	
Registration Number:	4528181	OWN THE ROAD. FOR LESS.	
Serial Number:	97927154	EXPRESS TRUCK TAX POWERED BY BESTPASS	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Jason Finger		

CH \$290.00 7005207

Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 74267.094

NAME OF SUBMITTER: Jason Finger

SIGNATURE: /Jason Finger/

DATE SIGNED: 05/26/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of May 26, 2023 (this "Agreement"), among BESTPASS, INC., a New York corporation (the "Borrower"), EXPRESS TRUCK TAX, LLC ("ETT"), together with the Borrower, the "Grantors") and SIXTH STREET SPECIALTY LENDING, INC., as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of May 26, 2023 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PROJECT TOLL, INC., a Delaware corporation ("Initial Holdings"), BESTPASS, INC., a Delaware limited liability company (the "Borrower"), the other GRANTORS from time to time party thereto, the lenders from time to time party thereto and SIXTH STREET SPECIALTY LENDING, INC., as administrative agent and collateral agent, and (b) the Collateral Agreement dated as of May 26, 2023 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Initial Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantors are the Borrower and an Affiliate of the Borrower and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. 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, each Grantor hereby grants to the Collateral Agent, its successors and permitted 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 (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of such Grantor's business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall automatically terminate and 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 Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 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.

**BESTPASS, INC.,
as Grantor**

DocuSigned by:
Thomas Fogarty
By _____
75C158C77B4A474...
Name: Thomas Fogarty
Title: President and Chief Executive Officer

**EXPRESS TRUCK TAX, LLC,
as Grantor**

DocuSigned by:
Thomas Fogarty
By _____
75C158C77B4A474...
Name: Thomas Fogarty
Title: President and Chief Executive Officer




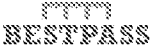

**SIXTH STREET SPECIALTY LENDING, INC.,
as Collateral Agent**

By:  _____

Name: Robert (Bo) Stanley

Title: President

Schedule I

Trademark	Owner	Registration Date	Registration No.
	BESTPASS, INC.	21-MAR-2023	7005207
EXPRESS TRUCK TAX	EXPRESS TRUCK TAX, LLC	17-NOV-2020	6198356
	EXPRESS TRUCK TAX, LLC	17-NOV-2020	6198358
PAYVIAM	BESTPASS, INC.	10-NOV-2020	6196428
BESTPASS	BESTPASS, INC.	01-OCT-2019	5872753
WHERE YOU GO.	BESTPASS, INC.	05-APR-2016	4933692
	BESTPASS, INC.	05-APR-2016	4933693
BESTPASS	BESTPASS, INC.	25-FEB-2014	4489792
	BESTPASS, INC.	29-APR-2014	4520369
OWN THE ROAD. FOR LESS.	BESTPASS, INC.	13-MAY-2014	4528181
	Express Truck Tax, LLC	09-MAY-2023	97927154