

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUTOBOOKS, INC.		05/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Stifel Bank		
Street Address:	501 North Broadway		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63102		
Entity Type:	Bank: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97277848	AUTOBOOKS	
Registration Number:	5679975	AUTOBOOKS	
Registration Number:	5006307	AUTOBOOKS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9198382231		
Email:	lcompton@smithlaw.com		
Correspondent Name:	Linnell V. Compton		
Address Line 1:	P.O. Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
ATTORNEY DOCKET NUMBER:	016101.60		
NAME OF SUBMITTER:	Linnell V Compton		
SIGNATURE:	/lvc/		
DATE SIGNED:	05/31/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 31, 2023, by and between STIFEL BANK ("Bank") and AUTOBOOKS, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement, by and between Bank and Grantor, dated as of May 31, 2023 (as the same may be amended, restated, amended and restated, modified or otherwise supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Patents and Trademarks, including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (the "Intellectual Property Collateral") to secure the Obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other Loan Documents now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement and under any other Loan Document now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants, as of the date hereof, that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1505 Woodward Avenue, Floor 8
Detroit, MI 48226
Attn: Steve Robert

AUTOBOOKS, INC.

By: Jeffrey S. Blackman

Name: Jeffrey Blackman

Title: Chief Financial Officer, Secretary and
Treasurer

BANK:

Address of Bank:

787 Seventh Avenue, 12th Floor
New York, New York 10019
Attn: Nat Stone

STIFEL BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1505 Woodward Avenue, Floor 8
Detroit, MI 48226
Attn: Steve Robert

AUTOBOOKS, INC.

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

787 Seventh Avenue, 12th Floor
New York, New York 10019
Attn: Nat Stone

STIFEL BANK

By:  _____

Name: **James C. Binz**

Title: Executive Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None	N/A	N/A

EXHIBIT B


Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
None	N/A	N/A


EXHIBIT C

Trademarks

1. Registered Trademarks

Description	Registration Number	Registration Date
AUTOBOOKS	5679975	February 19, 2019
	5006307	July 26, 2016

2. Trademark Applications

Description	Serial Number	Filing Date
	97277848	February 22, 2022