

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM815161

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Adonis Auto Group, LLC		05/30/2023	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sunflower Bank, N.A., as administrative agent		
<b>Street Address:</b>	300 Throckmorton St.		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Ft. Worth		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76102		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6444907	ADONIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147455390		
<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>			
<b>Phone:</b>	2147455612		
<b>Email:</b>	ngraham@winstead.com		
<b>Correspondent Name:</b>	Nancy Graham c/o WINSTEAD PC		
<b>Address Line 1:</b>	2728 N. Harwood Street		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	64657-111		
<b>NAME OF SUBMITTER:</b>	Nancy Graham		
<b>SIGNATURE:</b>	/Nancy Graham/		
<b>DATE SIGNED:</b>	06/05/2023		
<b>Total Attachments: 5</b>			
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May 30, 2023

TRADEMARK SECURITY AGREEMENT

WHEREAS, ADONIS AUTO GROUP, LIMITED LIABILITY COMPANY, a Texas limited liability company (“Grantor”), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof (as said Agreement may be amended and in effect from time to time, the “Security Agreement”; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement or the Credit Agreement (as defined in the Security Agreement), as applicable), among Grantor, each other signatory party thereto, and Sunflower Bank, N.A., as administrative agent for its benefit and the benefit of each of the other Secured Parties (“Administrative Agent”), Grantor has granted to Administrative Agent for its benefit and the benefit of the Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by Grantor’s trademarks, and all proceeds thereof, to secure the payment of all Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Administrative Agent for its benefit and the benefit of each of the other Secured Parties a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

(1) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains, in each case constituting Collateral (the “Trademarks”), each of which is set forth herein on Schedule 1 annexed hereto;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all accessions to, substitutions for and replacements, Proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Administrative Agent for its benefit and the benefit of the Secured Parties pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Texas.

[Signatures On Following Page]

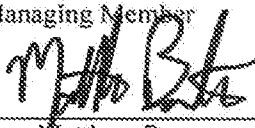
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

**GRANTOR:**

ADONIS AUTO GROUP, LIMITED LIABILITY  
COMPANY, a Texas limited liability company

By: ADONIS AUTO, LLC,  
its Managing Member

By:   
Name: Matthew Burton  
Title: Manager and President

ADMINISTRATIVE AGENT:

SUNFLOWER BANK, N.A.

By:

  
Name: Jeff Bundy  
Title: Senior Vice President

Schedule 1  
to Trademark  
Security Agreement

TRADEMARKS

(a) TRADEMARK REGISTRATIONS

ADONIS AUTO GROUP, LIMITED LIABILITY COMPANY: SEE ATTACHED

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
Adonis Auto Group, LLC	Owner	Adonis	6,444,907	35, 36, 37, 39	Service Mark	Aug. 10, 2021	USA

(b) TRADEMARK APPLICATIONS

ADONIS AUTO, LIMITED LIABILITY COMPANY: NONE AS OF THE CLOSING DATE

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Application No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application