

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM821251

<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>
TOWNE HOLDINGS, INC.		06/30/2023	Corporation: MARYLAND
TOWNE PARK, LLC		06/30/2023	Limited Liability Company: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION, as Collateral Agent		
<b>Street Address:</b>	245 Park Avenue, 44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4633192	ADVANCING THE PATIENT EXPERIENCE	
<b>Registration Number:</b>	3194856	DRIVEN TO SERVE	
<b>Registration Number:</b>	6429452	GUEST ASSURED	
<b>Registration Number:</b>	4367387	MINUTEMAN PARKING COMPANY	
<b>Registration Number:</b>	4367386	MINUTEMAN PARKING COMPANY	
<b>Registration Number:</b>	6398104	MOBILIZING DREAMS	
<b>Registration Number:</b>	4243519	P	
<b>Registration Number:</b>	5688784	PARK PLUS AIRPORT PARKING	
<b>Registration Number:</b>	5908849	PARK PLUS AIRPORT PARKING	
<b>Registration Number:</b>	5327940	PSI PARKING SOLUTIONS	
<b>Registration Number:</b>	4367388	REVOLUTIONIZING HOSPITALITY	
<b>Registration Number:</b>	6640044	SAFE 360	
<b>Registration Number:</b>	4641831	SNAGASPACE	
<b>Registration Number:</b>	6435450	TOWNE FLEX	
<b>Registration Number:</b>	4517277	TOWNE HEALTH	
<b>Registration Number:</b>	3434995	TOWNE PARK	
<b>Registration Number:</b>	3903533	TOWNE PARK	
<b>Registration Number:</b>	3903532		

CH \$515.00 4633192

Property Type	Number	Word Mark
Registration Number:	6623953	T-PARK
Registration Number:	5334392	VPS VALET PARKING SERVICES

#### CORRESPONDENCE DATA

**Fax Number:** 6179518736

*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:** 6173417729

**Email:** katarzyna.gaysunas@morganlewis.com

**Correspondent Name:** Katarzyna Gaysunas

**Address Line 1:** 1 Federal St

**Address Line 2:** c/o Morgan, Lewis & Bockius LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110-1726

<b>NAME OF SUBMITTER:</b>	Katarzyna Gaysunas
<b>SIGNATURE:</b>	/Katarzyna Gaysunas/
<b>DATE SIGNED:</b>	06/30/2023

#### Total Attachments: 7

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2023 (this "Trademark Security Agreement"), made by TOWNE HOLDINGS, INC., a Maryland Corporation, and TOWNE PARK, LLC, a Maryland Limited Liability Company (each as a "Grantor"), in favor of ARES CAPITAL CORPORATION, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of June 30, 2023 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, each Lender from time to time party thereto, ARES CAPITAL CORPORATION, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, each Grantor is party to the Security Agreement, dated as of June 30, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. 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, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in, all of such Grantor's right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (excluding, for clarity, any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or perfection of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law).

SECTION 3. Security 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 Security Agreement, and the Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms and written request of each Grantor, the Collateral Agent shall execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each 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.

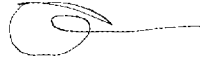
**TOWNE HOLDINGS, INC.**  
**TOWNE PARK, LLC,**  
each as a Grantor

By:  DocuSigned by:  
103076908274646  
Name: Michael S. Morgioni  
Title: Chief Financial Officer

Accepted and Agreed:

ARES CAPITAL CORPORATION,  
as Collateral Agent

By:



Name: Mitchell Goldstein

Title: Authorized Signatory



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**





**UNITED STATES TRADEMARKS:**

*Applications –*


None.

*Registrations –*

<b>Loan Party – Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Towne Holdings, Inc.	ADVANCING THE PATIENT EXPERIENCE	4633192	11/04/2014
Towne Park, LLC	DRIVEN TO SERVE	3194856	01/02/2007
Towne Holdings, Inc.	GUEST ASSURED	6429452	07/20/2021
Towne Holdings, Inc.	MINUTEMAN PARKING COMPANY	4367387	07/16/2013
Towne Holdings, Inc.	MINUTEMAN PARKING COMPANY and Design 	4367386	07/16/2013
Towne Park, LLC	MOBILIZING DREAMS	6398104	06/22/2021
Towne Holdings, Inc.	P and Design 	4243519	11/13/2012
Towne Park, LLC	PARK PLUS AIRPORT PARKING	5688784	03/05/2019

Loan Party – Owner	Trademark	Registration Number	Registration Date
Towne Park, LLC	PARK PLUS AIRPORT PARKING and Design 	5908849	11/12/2019
Towne Park, LLC	PSI PARKING SOLUTIONS and Design 	5327940	11/07/2017
Towne Holdings, Inc.	REVOLUTIONIZING HOSPITALITY	4367388	07/16/2013
Towne Holdings, Inc.	SAFE 360	6640044	02/08/2022
Towne Holdings, Inc.	SNAGASPACE	4641831	11/18/2014
Towne Holdings, Inc.	TOWNE FLEX	6435450	07/27/2021
Towne Holdings, Inc.	TOWNE HEALTH	4517277	02/04/2014
Towne Park, LLC	TOWNE PARK	3434995	05/27/2008
Towne Park, LLC	TOWNE PARK and Design 	3903533	01/11/2011
Towne Park, LLC	TOWNE PARK Design 	3903532	01/11/2011
Towne Holdings, Inc.	T-PARK	6623953	01/18/2022



Loan Party – Owner	Trademark	Registration Number	Registration Date
Towne Park, LLC	VPS VALET PARKING SERVICES and Design 	5334392	11/14/2017