

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VAN POOL TRANSPORTATION LLC		08/17/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Agent		
Street Address:	300 South Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	7006804	MOBILITY WITHOUT LIMITS	
Serial Number:	90840239	WHERE'S MY KID	
Serial Number:	90448886	I AM SAFE	
Serial Number:	90448892	AM I SAFE	
Serial Number:	97516346	ARE WE SAFE	
Serial Number:	97516289		
Serial Number:	97522787	BEACON MOBILITY	
Serial Number:	97516305		
Serial Number:	97516311		
Serial Number:	97516355	WE ARE SAFE	
Serial Number:	97516362		
Serial Number:	97516366	TRANSPORTING PEOPLE TO LIVE, LEARN, AND	
Serial Number:	97516332	GO BEACON!	
Serial Number:	88927391	BEACON MOBILITY	
Serial Number:	97516774		
Serial Number:	97911153	WHERE IS MY KID?	
Serial Number:	97898329	BEACON CONNECT	
Serial Number:	97898305	BEACON CONNECT	

CH \$465.00 7006804

CORRESPONDENCE DATA**Fax Number:** 2149813400*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:** 214-981-3483**Email:** dclark@sidley.com**Correspondent Name:** Dusan Clark, Esq.**Address Line 1:** Sidley Austin LLP**Address Line 2:** 2021 McKinney Ave., Suite 2000**Address Line 4:** Dallas, TEXAS 75201**ATTORNEY DOCKET NUMBER:** 034632-30370**NAME OF SUBMITTER:** Dusan Clark**SIGNATURE:** /Dusan Clark/**DATE SIGNED:** 08/21/2023**Total Attachments: 6**

source=Active_137938943_4_Beacon (Audax) - Trademark Security Agreement (Van Pool Transportation LLC) [Executed]#page1.tif

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of August 17, 2023 (this “**Trademark Security Agreement**”), is made by the signatory hereto (the “**Grantor**”) in favor of Barings Finance LLC, in its capacity as agent (in such capacity, the “**Agent**”) pursuant to that certain Amended and Restated Credit Agreement, dated as of June 21, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Beacon Mobility Corp., a Delaware corporation (the “**Borrower**”), the Lenders party thereto from time to time and the Agent.

WITNESSETH:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of May 22, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Grantor, Beacon Mobility Intermediate Corp., a Delaware corporation, the other Grantors party thereto and the Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the following Collateral (excluding any Excluded Property) of such Grantor: the Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Loan Document shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including “pdf”) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof

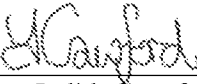
delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has duly executed this Trademark Security Agreement as of the date first written above.

GRANTOR:
VAN POOL TRANSPORTATION LLC

By: 
Name: Judith Crawford
Title: Chief Executive Officer & President




AGREED AND ACCEPTED
as of the date first written above:

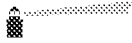

BARINGS FINANCE LLC,
as Agent

By:  _____
Name: Stephanie Krebs
Title: Managing Director

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS

Trademark	Owner	Trademark Registration/Application Number	Filing Jurisdiction
Mobility Without Limits	Van Pool Transportation LLC	7006804	USPTO
Where's My Kid	Van Pool Transportation LLC	90840239	USPTO
I Am Safe	Van Pool Transportation LLC	90448886	USPTO
Am I Safe	Van Pool Transportation LLC	90448892	USPTO
Are We Safe	Van Pool Transportation LLC	97516346	USPTO
 (Design Only)	Van Pool Transportation LLC	97516289	USPTO
 Beacon Mobility	Van Pool Transportation LLC	97522787	USPTO
 (Design Only)	Van Pool Transportation LLC	97516305	USPTO
 (Design Only)	Van Pool Transportation LLC	97516311	USPTO
We Are Safe	Van Pool Transportation LLC	97516355	USPTO
 (Design Only)	Van Pool Transportation LLC	97516362	USPTO
Transporting People to Live, Learn, and Achieve	Van Pool Transportation LLC	97516366	USPTO
Go Beacon!	Van Pool Transportation LLC	97516332	USPTO
Beacon Mobility	Van Pool Transportation LLC	88927391	USPTO

 (Design Only)	Van Pool Transportation LLC	97516774	USPTO
Where Is My Kid?	Van Pool Transportation LLC	97911153	USPTO
 Beacon Connect	Van Pool Transportation LLC	97898329	USPTO
Beacon Connect	Van Pool Transportation LLC	97898305	USPTO