

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NRRM, LLC		08/31/2023	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	521 E. Morehead St., Ste 200		
Internal Address:	MC NCCX50200B		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87711537	AUTOGOLDCARD	
Serial Number:	87171040	CARSHIELD	
Serial Number:	88927757	CARSHIELD CARS GO FARTHER	
Serial Number:	87090257	CARSHIELD FIELD	
Serial Number:	86843423	CARSHIELD.COM	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723428		
Email:	AAmicoOlchaskey@KSLAW.com		
Correspondent Name:	Angela Amico Olchaskey		
Address Line 1:	1180 Peachtree Street, NE Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	02532.615003		
NAME OF SUBMITTER:	Angela Amico Olchaskey		
SIGNATURE:	/AAmicoOlchaskey/		
DATE SIGNED:	08/31/2023		

CH \$140.00 87711537

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, modified, extended, restated, replaced, or supplemented from time to time, this “Trademark Security Agreement”), dated as of August 31, 2023, is made by and among the grantor listed on the signature pages hereof (the “Grantor”), in favor of and accepted and agreed to by **REGIONS BANK** (the “Secured Party”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement, dated as of the date hereof (as amended, modified, extended, restated, replaced, or supplemented from time to time, the “Loan Agreement”), by and between Grantor, the Guarantors and the Secured Party, the Secured Party has agreed to make Loans upon the terms and subject to the conditions set forth therein; and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement, and the obligation of the Secured Party to make Loans under the Loan Agreement, that the Borrower and the Guarantors shall have executed and delivered to the Secured Party that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, amended, modified, extended, restated, replaced, or supplemented from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Secured Party this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, in the Loan Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby unconditionally grants, assigns, and pledges to the Secured Party to secure the Credit Party Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):
 - (a) all of Grantor’s Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I;
 - (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
 - (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.
3. **SECURITY FOR CREDIT PARTY OBLIGATIONS**. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Credit Party Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark

Security Agreement secures the payment of all amounts which constitute part of the Credit Party Obligations and would be owed by the Grantor to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of a Bankruptcy Event involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Secured Party with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantor's obligations under this Section, the Grantor hereby authorize the Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW; SUBMISSION TO JURISDICTION AND SERVICE OF PROCESS; WAIVER OF JURY TRIAL; VENUE. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND CREDIT PARTY OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF. The terms of Section 21 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

NRRM, LLC
a Missouri limited liability company

By: 

Name: Nicholas Hamilton
Title: Manager

ACCEPTED AND AGREED
as of the day and year first above written:

SECURED PARTY:

REGIONS BANK

By:

Name: Ricardo Escobedo
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008184 FRAME: 0609

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

NRRM, LLC
a Missouri limited liability company

By: _____
Name: Nick Hamilton
Title: Manager

ACCEPTED AND AGREED
as of the day and year first above written:

SECURED PARTY:

REGIONS BANK

By:  _____
Name: Ricardo Escobedo
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS/APPLICATIONS

<u>Mark</u>	<u>Owner/Company</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AUTOGOLDCARD	NRRM, LLC	87711537	December 7, 2017	5513325	July 10, 2018
CARSHIELD	NRRM, LLC	87171040	September 14, 2016	5133928	January 31, 2017
CARSHIELD CARS GO FARTHER	NRRM, LLC	88927757	May 21, 2020	6221174	December 15, 2020
CARSHIELD FIELD	NRRM, LLC	87090257	June 30, 2016	5274210	August 29, 2017
CARSHIELD.COM	NRRM, LLC	86843423	December 9, 2015	5092752	November 29, 2016

TRADEMARK LICENSES

N/A.