

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM836400

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Carvana, LLC		09/01/2023	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ally Bank		
<b>Street Address:</b>	5851 Legacy Circle,		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75024		
<b>Entity Type:</b>	Chartered Bank: UTAH		
<b>Name:</b>	Ally Financial Inc.		
<b>Street Address:</b>	5851 Legacy Circle,		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75024		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4457972	A HIGHER STATE OF CAR BUYING	
<b>Registration Number:</b>	3825709	ARBITRATIONWATCH	
<b>Registration Number:</b>	4163724	AUCTIONTRAC	
<b>Registration Number:</b>	4396245	BROWSE. BUY. BREATHE.	
<b>Registration Number:</b>	4339264		
<b>Registration Number:</b>	5313834	CAR360	
<b>Registration Number:</b>	5274680	CAR360	
<b>Registration Number:</b>	6198218	CAR360	
<b>Registration Number:</b>	3670672	CARDIAN ANGEL	
<b>Registration Number:</b>	6198224	CARPOOL	
<b>Registration Number:</b>	4328785	CARVANA	

CH \$815.00 4457972

Property Type	Number	Word Mark
Registration Number:	5022315	CARVANA
Registration Number:	6037292	CARVANA
Registration Number:	4971997	CARVANACARE
Registration Number:	2088839	DENTDEMON PAINTLESS DENT REMOVAL SPECIAL
Registration Number:	6760592	DON'T PLAY THE GAME
Registration Number:	5519684	EXPERIENCE DELIVERY NETWORK
Registration Number:	6160465	EXPERIENCE GRAPH
Registration Number:	5541071	EXPERIENCE MANAGEMENT SYSTEM
Registration Number:	5156819	FAIRCOMPARE
Registration Number:	6760593	GET THE CAR WITHOUT THE CAR SALESMAN
Registration Number:	6924027	HAPPY HAULERDAYS
Registration Number:	3825711	IFWATCH
Registration Number:	6457544	LIVE FEELESSLY
Registration Number:	5557084	PERSOSA
Registration Number:	3825712	PSIWATCH
Registration Number:	2663020	PULSE
Registration Number:	4735484	SELL NO EVIL
Registration Number:	6003188	THE NEW WAY TO BUY A CAR
Registration Number:	6776413	WE'LL DRIVE YOU HAPPY
Registration Number:	3517997	WORKING WONDERS
Serial Number:	90622050	

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 3124564206  
**Email:** rsiddiqui@sidley.com  
**Correspondent Name:** Raza Siddiqui  
**Address Line 1:** One South Dearborn  
**Address Line 2:** Sidley Austin LLP  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	100414.30050
<b>NAME OF SUBMITTER:</b>	Raza Siddiqui
<b>SIGNATURE:</b>	/razasiddiqui/
<b>DATE SIGNED:</b>	09/01/2023

**Total Attachments: 9**  
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**U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of September 1, 2023, is entered into by Carvana, LLC, an Arizona limited liability company (“Grantor”), Ally Bank (Ally Capital in Hawaii, Mississippi, Montana and New Jersey), a Utah state-chartered bank (together with its successors and assigns, “Bank”) and Ally Financial Inc., a Delaware corporation (“Ally”, together with Bank, the “Ally Parties”). Capitalized terms not otherwise defined herein have the respective meanings set forth in that certain Inventory Financing and Security Agreement, dated as of September 22, 2022 (as amended by that certain First Amendment to Inventory Financing and Security Agreement, dated as of the date hereof, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), by and among Grantor and the Ally Parties.

WHEREAS, pursuant to the Financing Agreement, Grantor granted to the Ally Parties a first priority security interest in, and lien on, among other things, all of Grantor’s right, title and interest in, to and under the Secured Intellectual Property (as defined below).

WHEREAS, pursuant to Section III.D.4. of the Financing Agreement, the Ally Parties may, from time to time, take certain actions to establish confirm, and maintain a perfected security interest in collateral granted under the Financing Agreement and that Grantor will execute and deliver any documents necessary and appropriate for such confirmation and maintenance of the Ally Parties’ security interest, Grantor is delivering this Agreement to the Ally Parties.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Ally Parties hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms, when capitalized or otherwise incorporated as set forth below, will have the following meanings:

1.1 “Excluded IP” means (i) any Intellectual Property if, to the extent and for so long as the grant of a lien thereon is prohibited by any statute or regulation, and (ii) any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the United States Patent and Trademark Office, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of or void any registration that issues from such intent-to-use application under applicable federal law; provided, however, that Excluded IP will not include any accessions, additions, attachments, replacements, substitutions, returns, profits, and proceeds in whatever form or type, of any of the property of any Excluded IP referred to in clauses (i) and (ii) (unless such accessions, additions, attachments, replacements, substitutions, returns, profits, or proceeds would independently constitute Excluded IP referred to in clauses (i) or (ii)).

1.2 “Intellectual Property” means all intellectual property of every kind and nature now owned or hereafter owned or acquired by Grantor, including inventions, designs, patents, patent applications, copyrights, copyright applications, trademarks, trademark applications, trade secrets, the intellectual property rights in software and databases, and related documentation and all additions and improvements to the foregoing, and all applications, renewals, and extensions thereof.

1.3 “Secured Intellectual Property” means all Intellectual Property, whether now owned or existing or hereafter acquired or arising and wherever located, including, but not limited to, the pending or registered trademarks, trademark applications, patents, patent applications, copyrights, and copyright applications, as applicable, listed on Schedule A hereto. Notwithstanding the foregoing, the Secured Intellectual Property will not include any Excluded IP.

2. Grant of Security Interest.

2.1 Grantor hereby reaffirms its grant to each Ally Party of a first priority security interest in and continuing lien on all of Grantor’s rights, title, and interest in, to and under (1) all Secured Intellectual Property, together with (2) all proceeds and products of the Secured Intellectual Property, (3) the goodwill associated with the trademarks constituting Secured Intellectual Property, and (4) all causes of action arising prior to or after the date hereof for infringement of the Secured Intellectual Property or unfair competition regarding the same, subject to the terms and conditions of the Financing Agreement.

2.2 The security interest granted hereby is granted in conjunction with the security interest granted to the Ally Parties under the Financing Agreement. The rights, remedies, and restrictions of the Ally Parties with respect to the security interest granted hereby are in addition to those set forth in the Financing Agreement.

3. Release; Further Assurances.

3.1 This Agreement will automatically and immediately terminate, the Secured Intellectual Property will automatically and immediately be released from the security interest granted hereunder and under the Financing Agreement, and all obligations (other than those expressly stated to survive such termination) of Grantor hereunder will automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Secured Intellectual Property will automatically revert to Grantor upon (1) the actual payment in full in cash (or, in the case of non-monetary duties and guaranties of performance, such duties and performance have been fully satisfied) of the Obligations (other than any contingent obligations not due and owing), whether or not such amounts are allowed or disallowed vis-à-vis Grantor, and notwithstanding any discharge of any or all such claims pursuant to Section 1141(d) of the Bankruptcy Code or otherwise, (2) the termination of this Agreement with the prior written consent of the Ally Parties, or (3) the release of Grantor from the Obligations in accordance with the Financing Agreement.

3.2 In connection with any termination or release pursuant to Section 3.1, the Ally Parties will execute and deliver to Grantor, at Grantor’s expense, all documents that Grantor reasonably requests to evidence such termination or release. Each Ally Party hereby agrees to execute and deliver such documents and to perform other actions reasonably necessary to release the security interests (including the Security Interest in the Collateral) and liens when and as reasonably requested in this Section 3.2.

4. Modification of Agreement. This Agreement or any provision hereof may not be amended, amended and restated, supplemented, waived, or otherwise modified from time to time except in accordance with the amendment provisions of the Financing Agreement pursuant to which the Ally Parties may modify this Agreement, after obtaining Grantor’s approval of or signature to such modification, by amending Schedule A hereto to include reference to any right, title, or interest in any existing pending or registered trademarks, patents, or copyrights acquired or developed by Grantor after the execution hereof or to delete

any reference to any right, title, or interest in any pending or registered trademarks, patents, or copyrights in which Grantor no longer has or claims any right, title, or interest.

5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WILL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF ARIZONA AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY, AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

6. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Ally Parties and Grantor and their respective permitted successors and permitted assigns. Grantor will not, without the prior written consent of the Ally Parties given in accordance with the Financing Agreement, assign any right, duty, or obligation hereunder.

7. Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, will be deemed to be an original and all of which taken together will constitute one and the same instrument. Delivery of an executed counterpart by facsimile or other electronic transmission will be effective as originals.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]*

IN WITNESS WHEREOF, Grantor and the Ally Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

**CARVANA, LLC**  
as Grantor

By: Paul Breaux  
Name: Paul Breaux  
Title: Vice President

**ALLY BANK**

DocuSigned by:  
*Cindy Balint*  
By: \_\_\_\_\_  
A2AB12D0068C482...  
Name: Cindy Balint  
Title: Authorized Representative

**ALLY FINANCIAL INC.**

DocuSigned by:  
*Cindy Balint*  
By: \_\_\_\_\_  
A2AB12D0068C482...  
Name: Cindy Balint  
Title: Authorized Representative



**SCHEDULE A**

**SECURED INTELLECTUAL PROPERTY**

**Patents and Trademarks**

**UNITED STATES PATENTS:**

Registrations:

<b>Title</b>	<b>Application No. (Date)</b>	<b>Patent No. (Date)</b>	<b>Record Owner</b>
Methods and Systems For Online Transactions ("Dials for Term Changing")	14/161,212 (Jan. 22, 2014)	9,922,356 (Mar. 20, 2018)	Carvana, LLC
System and Methods for Generating Virtual Item Displays	14/161,254 (Jan. 22, 2014)	9,412,203 (Aug. 9, 2016)	Carvana, LLC
Vehicle Photographic Tunnel	14/875,115 (Oct. 5, 2015)	10063758 (Aug. 28, 2018)	Carvana, LLC
Surround Image Capture and Processing	14/947,842 (Nov. 20, 2015)	9,998,663 (Jun. 12, 2018)	Carvana, LLC
System and Methods for Generating Virtual Item Displays	15/228,027 (Aug. 4, 2016)	10,423,995 (Sep. 24, 2019)	Carvana, LLC
Variable Radius Camera Mount	15/553,887 (Mar. 30, 2016)	10126634 (Nov. 13, 2018)	Carvana, LLC
Vehicle Vending Building	15/691,305 (Aug. 30, 2017)	10,094,131 (Oct. 9, 2018)	Carvana, LLC
Three-Dimensional Stabilized 360-Degree Composite Image Capture	15/711,055 (Sep. 21, 2017)	10,284,794 (May 7, 2019)	Car360 Inc. <sup>1</sup>
Vehicle Photographic Chamber	15/834,374 (Dec. 7, 2017)	10,939,023 (Mar. 2, 2021)	Carvana, LLC
Methods and Systems for Online Transactions ("Dials for Term Changing")	15/924084 (Mar. 16, 2018)	11,222,372 (Jan. 11, 2022)	Carvana, LLC
Vehicle Vending Building	16/153,046 (Oct. 5, 2018)	10,472,843 (Nov. 12, 2019)	Carvana, LLC
Vehicle Vending Building	16/257,863 (Jan. 25, 2019)	10,465,408 (Nov. 5, 2019)	Carvana, LLC
Three-Dimensional Stabilized 360-Degree Composite Image Capture	16/404,335 (May 6, 2019)	11,095,837 (Aug. 17, 2021)	Carvana, LLC

<sup>1</sup> Assignment to Carvana for this patent is pending.

<b>Title</b>	<b>Application No. (Date)</b>	<b>Patent No. (Date)</b>	<b>Record Owner</b>
Systems and Methods for Personalization of Digital Displayed Media	16/411,996 (May 14, 2018)	11,170,066 (Nov. 9, 2021)	Carvana, LLC
Vehicle Vending Building	16/598,520 (Oct. 10, 2019)	11,131,108 (Sep. 28, 2021)	Carvana, LLC
Vehicle Vending Building	29/575,629 (Aug. 26, 2016)	D833,642 (Nov. 13, 2018)	Carvana, LLC
Vehicle Vending Building	29/669,611 (Nov. 9, 2018)	D866,000 (Nov. 5, 2019)	Carvana, LLC
Vehicle Vending Building	29/678,133 (Jan. 25, 2019)	D948,747 (Apr. 12, 2022)	Carvana, LLC
Vehicle Vending Building	29/708,958 (Oct. 10, 2019)	D945,014 (Mar. 1, 2022)	Carvana, LLC
Vehicle Vending Building	29/779,122 (Apr. 16, 2021)	D933,850 (Oct. 19, 2021)	Carvana, LLC
Bowl-Shaped Photographic Stage	16/210,304 (Dec. 5, 2018)	11,412,135 (Aug. 9, 2022)	Carvana, LLC

Applications:

<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Record Owner</b>
System and Method for Generating Virtual Item Displays	16/569,826	Sep. 13, 2019	Carvana, LLC
Vehicle Photographic Chamber	17/151,188	Jan. 17, 2021	Carvana, LLC
Floor Swap- Systems and Methods for Rendering a Portion of a 3D Display	17/227,006	Apr. 9, 2021	Carvana, LLC
VantageZoom- System and Methods for Rotating 3D Display	17/227,061	Apr. 9, 2021	Carvana, LLC
Methods and Systems For Online Transactions (CIP)	17/319,895	May. 13, 2021	Carvana, LLC
Vehicle Vending Machine	17/321,626	May. 17, 2021	Carvana, LLC
Three-Dimensional Stabilized 360-Degree Composite Image Capture	17/403,064	Aug. 16, 2021	Carvana, LLC
Camera Mount For Vehicle Photographic Chambers	17/432,459	Feb. 18, 2020	Carvana, LLC
Ovoid Vehicle Photographic Booth	17/438,094	Apr. 13, 2020	Carvana, LLC

Title	Application No.	Filing Date	Record Owner
Systems and Methods for Personalization for Digital Displayed Media	17/521,806	Nov. 11, 2018	Carvana, LLC
Systems and Methods for a Cross-Site Opt-In Network	17/534,016	Nov. 23, 2021	Carvana, LLC
Vehicle Photographic And Inspection Booth	17/604,038	Apr. 29, 2020	Carvana, LLC
Photographic Paddle And Process Of Use Thereof	17/604,515	Apr. 20, 2020	Carvana, LLC
Vehicle Photographic System For Identification Of Surface Imperfections	17/616,753	Dec. 6, 2021	Carvana, LLC
Mobile Photobooth	17/692,498	Mar. 11, 2022	Carvana, LLC
Bowl-Shaped Photographic Stage	17/883,462	Aug. 8, 2022	Carvana, LLC
Vehicle Vending Building	29/828,830 (Unpublished)	Mar. 1, 2022	Carvana, LLC

**UNITED STATES TRADEMARKS:**

Registrations<sup>2</sup>:

Mark	Serial No.	Registration No.	Status	Owner
A HIGHER STATE OF CAR BUYING	85/865,501	4,457,972	Registered	Carvana, LLC
ARBITRATIONWATCH	77/519,692	3,825,709	Registered	Carvana, LLC *
AUCTIONTRAC (DESIGN)	85/411,614	4,163,724	Registered	Carvana, LLC *
BROWSE. BUY. BREATHE.	85/865,497	4,396,245	Registered	Carvana, LLC
CAR HALO DESIGN	85/326,519	4,339,264	Registered	Carvana, LLC
CAR360	86/790,569	5,313,834	Registered	Carvana, LLC
CAR360	87/216,653	5,274,680	Registered	Carvana, LLC
CAR360	88/631,041	6,198,218	Registered	Carvana, LLC
CARDIAN ANGEL	77/533,373	3,670,672	Registered	Carvana, LLC
CARPOOL	88/632,723	6,198,224	Registered	Carvana, LLC
CARVANA	85/291,435	4,328,785	Registered	Carvana, LLC
CARVANA	86/868,920	5,022,315	Registered	Carvana, LLC
CARVANA	88/690,881	6,037,292	Registered	Carvana, LLC
CARVANACARE	86/631,455	4,971,997	Registered	Carvana, LLC
DENTDEMON PAINTLESS DENT REMOVAL SPECIALISTS DD (DESIGN)	75/071,299	2088839	Registered	Carvana, LLC *

<sup>2</sup> Assignment recordation for the asterisked records is still pending.

Mark	Serial No.	Registration No.	Status	Owner
DON'T PLAY THE GAME	87/885,035	6,760,592	Registered	Carvana, LLC
EXPERIENCE DELIVERY NETWORK	87/791,910	5,519,684	Registered	Carvana, LLC
EXPERIENCE GRAPH	88/841,805	6,160,465	Registered	Carvana, LLC
EXPERIENCE MANAGEMENT SYSTEM	87/790,940	5,541,071	Registered	Carvana, LLC
FAIRCOMPARE	86/652,211	5,156,819	Registered	Carvana, LLC
GET THE CAR WITHOUT THE CAR SALESMAN	87/885,041	6,760,593	Registered	Carvana, LLC
HAPPY HAULERDAYS	97/120,880	6924027	Registered	Carvana, LLC
IFWATCH	77/520,973	3,825,711	Registered	Carvana, LLC *
LIVE FEELESSLY	90/080,836	6,457,544	Registered	Carvana, LLC
PERSOSA	87/696,086	5,557,084	Registered	Carvana, LLC
PSIWATCH	77/520,975	3,825,712	Registered	Carvana, LLC *
PULSE	76/376,577	2,663,020	Registered	Carvana, LLC *
SELL NO EVIL	85/291,424	4,735,484	Registered	Carvana, LLC
THE NEW WAY TO BUY A CAR	87/885,057	6,003,188	Registered	Carvana, LLC
WE'LL DRIVE YOU HAPPY	90/623,954	6,776,413	Registered	Carvana, LLC
WORKING WONDERS	77/369,102	3,517,997	Registered	Carvana, LLC *

Applications:

Mark	Serial No.	Filing Date	Status	Owner
TRADE DRESS - CAR HAULER	90/622,050	Apr. 2, 2021	Pending	Carvana, LLC