

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839614

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Trademark Security Agreement
RESUBMIT DOCUMENT ID:	900799380

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carvana, LLC		09/01/2023	Limited Liability Company: ARIZONA
ADESA US Auction, LLC		09/01/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank Trust Company, National Association
Street Address:	60 Livingston Avenue, EP-MN-WS3C
City:	Saint Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3670672	CARDIAN ANGEL
Registration Number:	4735484	SELL NO EVIL
Registration Number:	4328785	CARVANA
Registration Number:	4339264	
Registration Number:	4396245	BROWSE. BUY. BREATHE.
Registration Number:	4457972	A HIGHER STATE OF CAR BUYING
Registration Number:	4971997	CARVANACARE
Registration Number:	5313834	CAR360
Registration Number:	5022315	CARVANA
Registration Number:	5274680	CAR360
Registration Number:	5557084	PERSOSA
Registration Number:	5541071	EXPERIENCE MANAGEMENT SYSTEM
Registration Number:	5519684	EXPERIENCE DELIVERY NETWORK
Registration Number:	6760592	DON'T PLAY THE GAME
Registration Number:	6760593	GET THE CAR WITHOUT THE CAR SALESMAN
Registration Number:	6003188	THE NEW WAY TO BUY A CAR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6198218	CAR360
Registration Number:	6198224	CARPOOL
Registration Number:	6037292	CARVANA
Registration Number:	6160465	EXPERIENCE GRAPH
Registration Number:	6457544	LIVE FEELESSLY
Registration Number:	6776413	WE'LL DRIVE YOU HAPPY
Registration Number:	6924027	HAPPY HAULERDAYS
Registration Number:	5156819	FAIRCOMPARE
Registration Number:	3517997	WORKING WONDERS
Registration Number:	3825709	ARBITRATIONWATCH
Registration Number:	3825711	IFWATCH
Registration Number:	3825712	PSIWATCH
Registration Number:	4163724	AUCTIONTRAC
Serial Number:	90622050	
Serial Number:	97803953	
Serial Number:	97803933	

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, Suite 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1901701-0002-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 09/15/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO COLLATERAL AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THAT CERTAIN (A) FIRST LIEN / SECOND LIEN INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 1, 2023, AMONG (I) ALLY BANK, A UTAH CHARTERED BANK, (II) ALLY FINANCIAL INC., A DELAWARE CORPORATION, (III) U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (“**US BANK**”), AS 2028 SECOND LIEN COLLATERAL AGENT, (IV) US BANK, AS 2030 SECOND LIEN COLLATERAL AGENT, (V) US BANK, AS 2031 SECOND LIEN COLLATERAL AGENT, AND (VI) THE OTHER PARTIES FROM TIME TO TIME PARTY THERETO (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**ALLY INTERCREDITOR AGREEMENT**”) AND (B) PARI PASSU INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 1, 2023, AMONG (I) US BANK, AS 2028 SECOND LIEN COLLATERAL AGENT, (II) US BANK, AS 2030 SECOND LIEN COLLATERAL AGENT, (III) US BANK, AS 2031 SECOND LIEN COLLATERAL AGENT, AND (IV) THE OTHER PARTIES FROM TIME TO TIME PARTY THERETO (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**PARI PASSU INTERCREDITOR AGREEMENT**” AND TOGETHER WITH THE ALLY INTERCREDITOR AGREEMENT AND ANY OTHER INTERCREDITOR AGREEMENT (AS DEFINED IN THE INDENTURE) ENTERED INTO FROM TIME TO TIME, THE “**SPECIFIED INTERCREDITOR AGREEMENTS**”). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SPECIFIED INTERCREDITOR AGREEMENTS AND THIS AGREEMENT, THE TERMS OF THE SPECIFIED INTERCREDITOR AGREEMENTS SHALL CONTROL TO THE EXTENT SET FORTH THEREIN.

This **TRADEMARK SECURITY AGREEMENT** dated as of September 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Carvana, LLC and ADESA US Auction, LLC (collectively, the “**Grantors**”) in favor of U.S. Bank Trust Company, National Association (“**U.S. Bank**”), as Secured Notes Collateral Agent (in such capacity, and together with its permitted successors and permitted assigns in such capacity, “**Collateral Agent**”) for the benefit of Collateral Agent, Trustee and Holders (collectively, together with their respective permitted successors and permitted assigns, the “**Secured Parties**”).

WHEREAS, Carvana Co., a Delaware corporation (“**Issuer**”), and certain other grantors are party to that certain Security Agreement dated as of September 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and Collateral Agent, pursuant to which the Grantors granted a security interest to Collateral Agent in the Trademark Collateral and are required to execute and deliver this Agreement.

WHEREAS, Issuer, the other Guarantors party thereto from time to time, U.S. Bank, as Trustee and Collateral Agent, have entered into that certain Indenture dated as of September 1, 2023 (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Indenture**”), pursuant to which Issuer has issued its 9.0% / 14.0% Cash / PIK Senior Secured Notes due 2031.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement or, if not defined therein, the Indenture.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Note Obligations, each Grantor hereby pledges to Collateral Agent, for the benefit of the Secured Parties, and hereby grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (in each case, other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time in the future may own or acquire any right, title, or interest (collectively, the “**Trademark Collateral**”): all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States of America or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including the United States of America registered or applied for Trademarks listed in Schedule A; and (b) all goodwill connected with the use of and symbolized thereby;

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to 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 USPTO, 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.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the Security Interest granted to Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. For the avoidance of doubt, Sections 6.05 (*Counterparts, Effectiveness, Electronic Signatures, etc.*), 6.06 (*Severability*), 6.10 (*Termination, Release and Subordination*) and 6.17 (*Intercreditor Agreements*) of the Security Agreement are incorporated by reference herein as if fully set forth

herein, *mutatis mutandis*. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

CARVANA, LLC

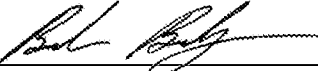
By: Paul Breaux
Name: Paul Breaux
Title: Vice President

ADESA US AUCTION, LLC

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

COLLATERAL AGENT:

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**


By:  _____

Name: Brandon Bonfig


Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS¹

Mark	Country	Application No.	Registration No.	Current Owner
CARDIAN ANGEL	United States	77/533,373	3,670,672	Carvana, LLC
SELL NO EVIL	United States	85/291,424	4,735,484	Carvana, LLC
CARVANA	United States	85/291,435	4,328,785	Carvana, LLC
CAR HALO DESIGN	United States	85/326,519	4,339,264	Carvana, LLC
BROWSE. BUY. BREATHE.	United States	85/865,497	4,396,245	Carvana, LLC
A HIGHER STATE OF CAR BUYING	United States	85/865,501	4,457,972	Carvana, LLC
CARVANACARE	United States	86/631,455	4,971,997	Carvana, LLC
CAR360	United States	86/790,569	5,313,834	Carvana, LLC
CARVANA	United States	86/868,920	5,022,315	Carvana, LLC
CAR360	United States	87/216,653	5,274,680	Carvana, LLC
PERSOSA	United States	87/696,086	5,557,084	Carvana, LLC
EXPERIENCE MANAGEMENT SYSTEM	United States	87/790,940	5,541,071	Carvana, LLC
EXPERIENCE DELIVERY NETWORK	United States	87/791,910	5,519,684	Carvana, LLC
DON'T PLAY THE GAME	United States	87/885,035	6,760,592	Carvana, LLC
GET THE CAR WITHOUT THE CAR SALESMAN	United States	87/885,041	6,760,593	Carvana, LLC
THE NEW WAY TO BUY A CAR	United States	87/885,057	6,003,188	Carvana, LLC
CAR360	United States	88/631,041	6,198,218	Carvana, LLC
CARPOOL	United States	88/632,723	6,198,224	Carvana, LLC
CARVANA	United States	88/690,881	6,037,292	Carvana, LLC
EXPERIENCE GRAPH	United States	88/841,805	6,160,465	Carvana, LLC
LIVE FEELESSLY	United States	90/080,836	6,457,544	Carvana, LLC
WE'LL DRIVE YOU HAPPY	United States	90/623,954	6,776,413	Carvana, LLC
HAPPY HAULERDAYS	United States	97/120,880	6,924,027	Carvana, LLC
FAIRCOMPARE	United States	86/652,211	5,156,819	Carvana, LLC
TRADE DRESS - CAR HAULER	United States	90/622,050	--	Carvana, LLC
<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">(Add)</div>  </div> Design only	United States	97/803,953	--	Carvana, LLC

¹ The owner of record is in the process of being updated to ADESA US Auction, LLC for the items indicated with an asterisk.

Mark	Country	Application No.	Registration No.	Current Owner
(Add) Design only 	United States	97/803,933	--	Carvana, LLC
Working Wonders*	United States	77/369,102	3,517,997	ADESA Auction US, LLC
Arbitrationwatch*	United States	77/519,692	3,825,709	ADESA Auction US, LLC
Ifwatch*	United States	77/520,973	3,825,711	ADESA Auction US, LLC
Psiwatch*	United States	77/520,975	3,825,712	ADESA Auction US, LLC
Auctiontrac*	United States	85/411,614	4,163,724	ADESA Auction US, LLC