

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862532

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TMO LLC		12/08/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	70 West Madison Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97291378	PARSAFE BY ICON PARKING	
Serial Number:	97291371	ICON PARKING SYSTEMS	
Serial Number:	97291366	ICON PARKING	
Serial Number:	97261696	PARKING IS JUST THE START	
Registration Number:	5569788	ICONGO	
Registration Number:	3155584	WE PARK NEW YORK	
Registration Number:	2338797		
Registration Number:	2446997	ICON	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		

CH \$215.00 97291378

DATE SIGNED:	12/20/2023
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Total Attachments: 7

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COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

This Copyright, Patent and Trademark Security Agreement (the "Agreement"), dated as of December 8, 2023, is made by TMO LLC (the "Grantor") in favor of CIBC BANK USA, as lender (together with its permitted successors and assigns, the "Lender").

RECITALS

A. Icon Parking Holdings, LLC, a Delaware limited liability company (the "Company") and Icon Parking Services, LLC, a Delaware limited liability company ("IPS"), together with the Company each a "Borrower" and, collectively with the Company, the "Borrowers") and the Lender are parties to that certain Loan and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), dated the same date as of the date hereof, by and among Borrowers, Icon Intermediate Holdings, LLC, the other Loan Parties thereto and Lender, which sets forth the terms on which the Lender may now or hereafter extend credit to or for the account of the Borrowers.

B. As a condition to extending credit to or for the account of Borrowers, the Lender has required the execution and delivery of this Agreement by the Grantor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. All terms defined in the Recitals hereto or that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Copyrights" means all right, title and interest in and to all copyrightable works and all copyrights and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit C.

"Patents" means all right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all right, title and interest in and to trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, licenses, fees or royalties with respect to each, (i) the right to sue for past, present and future infringement, dilution and damages therefor, and (ii) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Grantor hereby irrevocably pledges and assigns to, and grants to, Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Copyrights, in the Patents and in the Trademarks (except any application for registration of a Trademark filed with the United States Patent and Trademark Office ("USPTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the USPTO, at which time such Trademark shall automatically become part of the Collateral and subject to the Security Interest

hereunder and pledged in accordance herewith) to secure payment of the obligations under the Loan Agreement. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the Security Interest made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Copyrights, Patents and Trademarks.

3. Termination. This Agreement shall terminate and the Security Interests shall be released upon the payment and performance in full of the Obligations under the Loan Agreement (other than unasserted contingent indemnification or expense reimbursement obligations) pursuant to the terms of the Loan Agreement. Upon the termination of this Agreement, Lender shall execute all documents, make all filings, and take all other actions reasonably requested by the Borrowers to evidence and record the release of the lien on the Copyrights, Patents and Trademarks and Security Interests granted herein.

4. Counterparts. This 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 Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of this executed Agreement maintained by Lender shall be deemed to be originals.

5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE. ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Copyright, Patent and Trademark Security Agreement as of the date written above.

GRANTOR:

TMO LLC


By: 

Name: John Smith

Title: President & Chief Executive Officer

LENDER:

CIBC BANK USA

By:  _____

Name: Frank Brigante

Title: Managing Director

[Signature Page to IP Security Agreement (Icon)]

EXHIBIT A

ISSUED PATENTS


None.

PATENT APPLICATIONS

None.

EXHIBIT B

ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

Company	Mark	Ser. No. / Reg. No.	Filing Date/ Registration Date
TMO LLC	PARKSAFE BY ICON PARKING	Ser. No.: 97291378	March 2, 2022
TMO LLC	ICON PARKING SYSTEMS	Ser. No.: 97291371	March 2, 2022
TMO LLC	ICON PARKING	Ser. No.: 97291366	March 2, 2022
TMO LLC	PARKING IS JUST THE START	Ser. No.: 97261696	February 10, 2022
TMO LLC	ICONGO	Reg. No.: 5569788	September 25, 2018
TMO LLC	WE PARK NEW YORK	Reg. No.: 3155584	October 17, 2006
TMO LLC		Reg No.: 2338797	April 4, 2000
TMO LLC	Icon	Reg. No.: 2446997	April 24, 2001

TRADEMARK APPLICATIONS

None.

EXHIBIT C

ISSUED COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

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