

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI14695

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WMK, LLC		01/25/2024	Limited Liability Company: OHIO
HANDICAPPED DRIVER SERVICES, LLC,		01/25/2024	Limited Liability Company: GEORGIA
HASCO MEDICAL, INC.		01/25/2024	Corporation: FLORIDA
HANDICAPPED DRIVERS SERVICES – FLORIDA		01/25/2024	Limited Liability Company: FLORIDA
DRIVERGE VEHICLE INNOVATIONS, LLC	FORMERLY (f/k/a TRANSITWORKS, LLC)	01/25/2024	Limited Liability Company: OHIO
RIDE-AWAY, INC.		01/25/2024	Corporation: NEW HAMPSHIRE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	THE HUNTINGTON NATIONAL BANK		
<b>Street Address:</b>	500 Woodward Avenue		
<b>Internal Address:</b>	Suite 4000		
<b>City:</b>	Detroit		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48226		
<b>Entity Type:</b>	National Banking Association: MICHIGAN		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5979678	IDEAS MADE TO MOVE	
<b>Registration Number:</b>	5979679	DRIVERGE	
<b>Registration Number:</b>	5979680	DRIVERGE VEHICLE INNOVATIONS	
<b>Registration Number:</b>	5954835	CURBSMART	
<b>Registration Number:</b>	5954836	STREETSMART	
<b>Registration Number:</b>	5960763	SMARTLINER	
<b>Registration Number:</b>	6192785	SMARTLINER	
<b>Registration Number:</b>	2286278	MOBILITYWORKS	
<b>Registration Number:</b>	4594574	MOBILITY EXPO	
<b>Registration Number:</b>	5028507	MW MOBILITYWORKS	

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Property Type	Number	Word Mark
Registration Number:	5028512	MW MOBILITYWORKS
Registration Number:	5028513	MW MOBILITYWORKS BE THERE
Registration Number:	5028501	MW MOBILITYWORKS BE THERE
Registration Number:	6090254	MOBILITYWORKS@HOME
Registration Number:	3014962	INLAD
Registration Number:	7266790	LOCK IT RIGHT. LOCK IT TIGHT.
Serial Number:	97744323	QUIET RIDE
Serial Number:	98054135	PATRIOT
Serial Number:	98054140	DRIVERGE PATRIOT
Serial Number:	97691985	U.S. UPFITTERS
Serial Number:	97691999	U.S. UPFITTERS TRUCK AND VAN EQUIPMENT
Serial Number:	97692004	CARGO VAN LOCKS LOCK IT RIGHT. LOCK IT TIGHT.
Serial Number:	97692033	THE ELECTRIC BOLT
Serial Number:	97692037	THE ELECTRIC BOLT
Serial Number:	97692040	LOCK DOG
Serial Number:	97692047	LOCK DOG

#### CORRESPONDENCE DATA

Fax Number: 8446706009

*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: 3132233518

Email: nlevine@dickinsonwright.com

Correspondent Name: Rebecca Papi, Papi

Address Line 1: 500 Woodward Avenue

Address Line 2: Suite 4000

Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	25535-352
NAME OF SUBMITTER:	NELDA LEVINE
SIGNATURE:	NELDA LEVINE
DATE SIGNED:	02/09/2024

#### Total Attachments: 11

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## **SECOND AMENDMENT TRADEMARK SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is entered into as of January 25, 2024 by WMK, LLC, an Ohio limited liability company (the "Borrower"), HANDICAPPED DRIVER SERVICES, LLC, a Georgia limited liability company, HASCO MEDICAL, INC., a Florida corporation, HANDICAPPED DRIVERS SERVICES – FLORIDA, a Florida limited liability company, DRIVERGE VEHICLE INNOVATIONS, LLC (f/k/a TRANSITWORKS, LLC), an Ohio limited liability company, and RIDE-AWAY, INC., a New Hampshire corporation (collectively, the "Grantor"), in favor of THE HUNTINGTON NATIONAL BANK, a national banking association, in its capacity as administrative agent pursuant to the Credit Agreement referred to below (in such capacity, the "Agent").

### **Recitals**

A. The Credit Parties, the Lenders from time to time party thereto and the Agent are party to an Amended and Restated Credit and Security Agreement dated as of February 8, 2018 (as amended from time to time, the "Credit Agreement"). Unless otherwise specified herein, capitalized terms used in this Amendment shall have the meanings ascribed to them by the Credit Agreement.

B. In connection with the Credit Agreement, certain Credit Parties executed, among other Loan Documents (as defined in the Credit Agreement), a Trademark Security Agreement dated as of February 8, 2018, as amended (as amended, and as may be further amended or modified from time to time, the "Trademark Security Agreement"), pursuant to which each Grantor granted to the Agent, on behalf of and for the benefit of the Lenders, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (including any trade name or derivations thereof).

C. In connection with the Tenth Amendment to the Credit Agreement dated as of the date hereof, the Grantors and Agent desire to amend the Trademark Security Agreement on the terms and conditions herein set forth. Each Grantor is executing and delivering this Amendment to the Agent to facilitate the recording of this Amendment with the United States Patents and Trademarks Office.

### **Agreement**

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement), the Grantors and Agent hereby agree as follows:

1. Amendments. The Grantors and Agent acknowledge and agree that Schedule 1 to the Trademark Security Agreement is hereby amended by replacing such schedule in its entirety with Schedule 1 attached to this Amendment.

2. Representations and Warranties. Each Grantor represents and warrants that (a) the execution, delivery and performance by it of this Amendment are within its corporate or limited liability company powers, have been duly authorized by all necessary corporate or limited liability company action and are not in contravention of any law, rule or regulation, or any judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority, or of the terms of its articles of incorporation, articles of organization, by-laws, or operating agreement or of any contract or undertaking to which it is a party or by which it or its property is or may be bound or affected, (b) this Amendment is its legal, valid and binding obligation, enforceable against such party in accordance with the terms of this Amendment, (c) after giving effect to the Credit Agreement and this Amendment,

including, but not limited to the modified Schedule, the representations and warranties contained in the Trademark Security Agreement are true and correct with the same force and effect as if made on and as of the date hereof, and no default under the Trademark Security Agreement has occurred and is continuing or will exist as of the date hereof and (d) no consent, approval or authorization of or declaration or filing with any governmental authority or any non-governmental person or entity, including without limitation any creditor, shareholder, or member of the Grantor, is required on the part of the Grantor in connection with the execution, delivery and performance of this Amendment or the transactions contemplated hereby.

3. Continuation of Security Interests, Etc. Each Grantor acknowledges, agrees and represents that all collateral granted by the Trademark Security Agreement continues with the same priority as originally granted, and such pledge and security interest in such existing collateral secures, without limitation and among other liabilities secured and supported thereby, all present and future Secured Obligations (as defined in the Credit Agreement), and each Grantor does hereby grant and confirm the grant of the security interests and liens granted in the Trademark Security Agreement to secure and support the Secured Obligations (as defined in the Credit Agreement).

4. Miscellaneous. Each Grantor agrees that the Trademark Security Agreement, as amended by this Amendment, is ratified and confirmed and shall remain in full force and effect, enforceable against the Grantor in accordance with its terms, and that the Grantor does not have any set off, counterclaim or defense with respect to any of the foregoing. All references to the Trademark Security Agreement in any Loan Document (as defined in the Credit Agreement) or any other document, instrument or certificate referred to in the Trademark Security Agreement or delivered in connection therewith or pursuant thereto, hereafter shall be deemed references to the Trademark Security Agreement, as amended hereby. Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreement. The laws of the State of Ohio shall govern all matters arising out of, in connection with or relating to this Amendment, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest). This Amendment may be executed upon any number of counterparts with the same effect as if the signatures thereto were upon the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has executed this Amendment as of the date first set forth above.

**WMK, LLC**

By:   
Name: Bill Myers  
Title: Chief Financial Officer

**HANDICAPPED DRIVER SERVICES, LLC**

By:   
Name: Bill Myers  
Title: Chief Financial Officer

**HASCO MEDICAL, INC.**

By:   
Name: Bill Myers  
Title: Chief Financial Officer

**RIDE-AWAY, INC.**

By:   
Name: Bill Myers  
Title: Chief Financial Officer

**HANDICAPPED DRIVER SERVICES-  
FLORIDA, LLC**

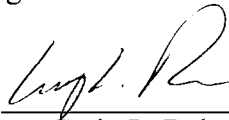
By:   
Name: Bill Myers  
Title: Chief Financial Officer

**DRIVERGE VEHICLE INNOVATIONS, LLC**

By:   
Name: Bill Myers  
Title: Chief Financial Officer

**Accepted and Agreed:**





**THE HUNTINGTON NATIONAL BANK,**  
as Agent





By   
Name: Craig L. Reker  
Title: Senior Vice President





**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

IDEAS MADE TO MOVE	U.S. Federal	9-Apr-2019	88378534	4-Feb-2020	5979678	Registered	DRIVERGE VEHICLE INNOVATIONS, LLC
DRIVERGE	U.S. Federal	9-Apr-2019	88378545	4-Feb-2020	5979679	Registered	DRIVERGE VEHICLE INNOVATIONS, LLC
DRIVERGE VEHICLE INNOVATIONS	U.S. Federal	9-Apr-2019	88378553	4-Feb-2020	5979680	Registered	DRIVERGE VEHICLE INNOVATIONS, LLC
CURBSMART	U.S. Federal	21-Jun-2019	88484264	7-Jan-2020	5954835	Registered	DRIVERGE VEHICLE INNOVATIONS, LLC
STREETSMART	U.S. Federal	21-Jun-2019	88484272	7-Jan-2020	5954836	Registered	DRIVERGE VEHICLE INNOVATIONS, LLC
SMARTLINER	U.S. Federal	2-Jul-2019	88497971	14-Jan-2020	5960763	Registered	DRIVERGE VEHICLE INNOVATIONS, LLC
SMARTLINER	U.S. Federal	13-Sep-2019	88616152	10-Nov-2020	6192785	Registered	DRIVERGE VEHICLE INNOVATIONS, LLC
MOBILITYWORKS	U.S. Federal	18-Sep-1997	75359184	12-Oct-1999	2286278	Registered	WMK, LLC

MOBILITY EXPO	U.S. Federal	11-Dec-2012	85799627	26-Aug-2014	4594574	Registered Supplemental Register	WMK, LLC
	U.S. Federal	14-Sep-2015	86755479	23-Aug-2016	5028507	Registered	WMK, LLC
	U.S. Federal	15-Sep-2015	86757166	23-Aug-2016	5028512	Registered	WMK, LLC
	U.S. Federal	15-Sep-2015	86757235	23-Aug-2016	5028513	Registered	WMK, LLC
	U.S. Federal	11-Sep-2015	86753732	23-Aug-2016	5028501	Registered	WMK, LLC
MOBILITYWORKS@HOME	U.S. Federal	3-Dec-2019	88713660	30-Jun-2020	6090254	Registered	WMK, LLC
QUIET RIDE	U.S. Federal	6-Jan-2023	97744323			Pending - Filed as Use	DRIVERGE VEHICLE INNOVATIONS, LLC
QUIET RIDE	Canada	27-Jun-2023	2266052			Formalized (Pending)	DRIVERGE VEHICLE INNOVATIONS, LLC

PATRIOT	U.S. Federal	22-Jun-2023	98054135			(Pending)	DRIVERGE VEHICLE INNOVATIONS, LLC
FLEX FLAT	U.S. Federal	22-Jun-2023	98054140			(Pending)	DRIVERGE VEHICLE INNOVATIONS, LLC
U.S. UPFITTERS	U.S. Federal	25-Nov-2022	97691985			Pending - Filed as Use	DRIVERGE VEHICLE INNOVATIONS, LLC
U.S. UPFITTERS	Canada	17-May-2023	2258377			Formalized (Pending)	Driverge Vehicle Innovations, LLC
U.S. UPFITTERS TRUCK AND VAN EQUIPMENT 	U.S. Federal	25-Nov-2022	97691999			Pending - Filed as Use	DRIVERGE VEHICLE INNOVATIONS, LLC
	Canada	17-May-2023	2258383			Pending	DRIVERGE VEHICLE INNOVATIONS, LLC
INLAD	U.S. Federal	4-Feb-2004	78362294	15-Nov-2005	3014962	Registered	DRIVERGE VEHICLE INNOVATIONS, LLC
CARGO VAN LOCKS LOCK IT RIGHT. LOCK IT TIGHT. 	U.S. Federal	25-Nov-2022	97692004			Pending - Filed as Use	DRIVERGE VEHICLE INNOVATIONS, LLC
CARGO VAN LOCKS LOCK IT RIGHT. LOCK IT TIGHT 	Canada	17-May-2023	2258390			Formalized (Pending)	Driverge Vehicle Innovations, LLC

LOCK IT RIGHT. LOCK IT TIGHT.	U.S. Federal	25-Nov-2022	97692081	9-Jan-2024	7266790	Registered	DRIVERGE VEHICLE INNOVATIONS, LLC
LOCK IT RIGHT. LOCK IT TIGHT.	Canada	17-May-2023	2258396			Formalized (Pending)	Driverge Vehicle Innovations, LLC
THE ELECTIC BOLT 	U.S. Federal	25-Nov-2022	97692033			Pending - Filed as Use	DRIVERGE VEHICLE INNOVATIONS, LLC
THE ELECTRIC BOLT 	Canada	17-May-2023	2258413			Formalized (Pending)	Driverge Vehicle Innovations, LLC
THE ELECTRIC BOLT	U.S. Federal	25-Nov-2022	97692037			Pending - Filed as Use	DRIVERGE VEHICLE INNOVATIONS, LLC
THE ELECTRIC BOLT	Canada	17-May-2023	2258415			Formalized (Pending)	Driverge Vehicle Innovations, LLC
LOCK DOG	U.S. Federal	25-Nov-2022	97692040			Pending - Filed as Use	DRIVERGE VEHICLE INNOVATIONS, LLC
LOCK DOG	Canada	17-May-2023	2258416			Formalized (Pending)	Driverge Vehicle Innovations, LLC

CARGO VAN LOCKS	Canada	17-May-2023	2258423			Formalized (Pending)	Driverge Vehicle Innovations, LLC
	U.S. Federal	25-Nov-2022	97692047				Pending - Filed as Use
	Canada	17-May-2023	2258431				Formalized (Pending)
<b>U.S. State Trademarks</b>							
MOBILITYWORKS	State-OH			04-Aug-2022	4905955	Active (Tradename)	WMK, LLC
MOBILITYWORKS	State – HI			27-Oct-2015	4151355	Active (Tradename)	WMK, LLC, dba MobilityWorks
HDSVANS & MOBILITY HANDICAPPED DRIVER SERVICES	State – GA			27-Jan-2010	24909	Active (Service Mark)	HANDICAPPED DRIVER SERVICES, INC.
HDSVANS & MOBILITY HANDICAPPED DRIVER SERVICES & DESIGN 	State – AL			4-Dec-2009	111736	Active (Service Mark)	HANDICAPPED DRIVER SERVICES, INC.
ARIZONA MOBILITY CENTER	State – AZ			22-Sep-2021	9243849	Registered (AZ) Trademame	ARIZONA MOBILITY, LLC
CLEVELAND MOBILITY CENTER	State - OH			5-Dec-2022	4963540	Registered (OH) Tradename	WMK, LLC

CINCINNATI MOBILITY CENTER	State – OH			5-Dec-2022	4963534	Registered (OH) Tradename	WMK, LLC
DAYTON MOBILITY CENTER	State – OH			5-Dec-2022	4963550	Registered (OH) Tradename	WMK, LLC
COLUMBUS MOBILITY CENTER	State – OH			5-Dec-2022	4963546	Registered (OH) Tradename	WMK, LLC
HANDICAPPED DRIVER SERVICES	State – TN			23-Nov-2009		Registered (TN) Tradename	HANDICAPPED DRIVER SERVICES, INC.
MOBILITAT	State - WY			23-Oct-2000	2000-000409707	Renewed (Registered) (WY)	MOBILITY WORKS, INC.