

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI72760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WMK, LLC		01/25/2024	Limited Liability Company: OHIO
Drivege Vehicle Innovations, LLC		01/25/2024	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Company Name:	Blue Torch Finance, LLC		
Street Address:	150 East 58th Street		
Internal Address:	39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	5979678	IDEAS MADE TO MOVE	
Registration Number:	5979679	DRIVERGE	
Registration Number:	5979680	DRIVERGE VEHICLE INNOVATIONS	
Registration Number:	5954835	CURBSMART	
Registration Number:	5954836	STREETSMART	
Registration Number:	5960763	SMARTLINER	
Registration Number:	6192785	SMARTLINER	
Registration Number:	2286278	MOBILITYWORKS	
Registration Number:	4594574	MOBILITY EXPO	
Registration Number:	5028507	MW MOBILITYWORKS	
Registration Number:	5028512	MW MOBILITYWORKS	
Registration Number:	5028513	MW MOBILITYWORKS BE THERE	
Registration Number:	5028501	MW MOBILITYWORKS BE THERE	
Registration Number:	6090254	MOBILITYWORKS@HOME	
Serial Number:	97744323	QUIET RIDE	
Serial Number:	97691985	U.S. UPFITTERS	

CH \$640.00.00 88378534

Property Type	Number	Word Mark
Serial Number:	97691999	U.S. UPFITTERS TRUCK AND VAN EQUIPMENT
Serial Number:	78362294	INLAD
Serial Number:	97692004	CARGO VAN LOCKS LOCK IT RIGHT. LOCK IT TIGHT.
Serial Number:	97692081	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:	97692045	CARGO VAN LOCKS
Serial Number:	97692047	LOCK DOG

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: 2127288000
Email: IPDocketing@willkie.com
Correspondent Name: Spencer Simon
Address Line 1: 787 Seventh Avenue
Address Line 4: New York , NEW YORK 10019

ATTORNEY DOCKET NUMBER:	132662-00081
NAME OF SUBMITTER:	HEATHER SCHNEIDER
SIGNATURE:	HEATHER SCHNEIDER
DATE SIGNED:	03/05/2024

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of January 25, 2024, by, WMK, LLC, an Ohio limited liability company, and Driverge Vehicle Innovations, LLC, an Ohio limited liability company (collectively, “**Grantor**”), in favor of Blue Torch Finance, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of the date hereof, by and among Grantee, the other Loan Parties from time to time party thereto, and Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property

being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(b) all rights to sue or otherwise recover for past, present and future infringements, dilutions or violations of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted with the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

N WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WMK, LLC, an Ohio limited liability company

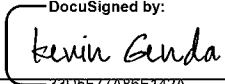
By: 
Name: William E. Myers
Title: Chief Financial Officer

DRIVERGE VEHICLE INNOVATIONS, an Ohio limited liability company

By: 
Name: William E. Myers
Title: Chief Financial Officer

Agreed and accepted as of
the date first written above:

BLUE TORCH FINANCE, LLC, as Agent

By:  _____
Name: Kevin Genda
Title: CEO





Trademark Security Agreement




TRADEMARK
REEL: 008361 FRAME: 0937


SCHEDULE A

Trademark Registrations and Applications

Mark	Jurisdiction	App. Date	App. No.	Reg. Date	Reg. No.	Status	Current Owner of Record
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

Mark	Jurisdiction	App. Date	App. No.	Reg. Date	Reg. No.	Status	Current Owner of Record
MOBILITY EXPO	U.S. Federal	11-Dec-2012	85799627	26-Aug-2014	4594574	Registered Supplemental Register	WMK, LLC
 mobilityworks	U.S. Federal	14-Sep-2015	86755479	23-Aug-2016	5028507	Registered	WMK, LLC
 mobilityworks	U.S. Federal	15-Sep-2015	86757166	23-Aug-2016	5028512	Registered	WMK, LLC
 mobilityworks <i>be there</i>	U.S. Federal	15-Sep-2015	86757235	23-Aug-2016	5028513	Registered	WMK, LLC
 mobilityworks <i>be there</i>	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

Mark	Jurisdiction	App. Date	App. No.	Reg. Date	Reg. No.	Status	Current Owner of Record
U.S. UPFITTERS	U.S. Federal	25-Nov-2022	97691985			Pending - Filed as Use	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
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
LOCK IT RIGHT. LOCK IT TIGHT.	U.S. Federal	25-Nov-2022	97692081			Pending - Filed as Use	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	U.S. Federal	25-Nov-2022	97692037			Pending - Filed as Use	DRIVERGE VEHICLE INNOVATIONS, LLC

Mark	Jurisdiction	App. Date	App. No.	Reg. Date	Reg. No.	Status	Current Owner of Record
LOCK DOG	U.S. Federal	25-Nov-2022	97692040			Pending - Filed as Use	DRIVERGE VEHICLE INNOVATIONS, LLC
CARGO VAN LOCKS	U.S. Federal	25-Nov-2022	97692045			Pending - Filed as Use	DRIVERGE VEHICLE INNOVATIONS, LLC
	U.S. Federal	25-Nov-2022	97692047			Pending - Filed as Use	DRIVERGE VEHICLE INNOVATIONS, LLC