

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI102172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Epika Fleet Services, Inc.		03/18/2024	Corporation: NEVADA
Managed Mobile, Inc.		03/18/2024	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	7121932	CS TRUCK & TRAILER	
Registration Number:	7157382	DOWNTIME FLEET MANAGEMENT SERVICES	
Registration Number:	6726226	EPIKA FLEET SERVICES	
Registration Number:	6733364	EPIKA FLEET SERVICES	
Registration Number:	6720409	LET'S GET MOVING	
Registration Number:	5601893	LUBEZONE	
Registration Number:	5601894	LUBEZONE TRUCK LUBE CENTER	
Registration Number:	3453030		
Registration Number:	3449113	MANAGED MOBILE	
Registration Number:	6489538	POINTS SUCK, EARN CASH.	
Registration Number:	7145614	PF PROFLEET TRUCK LUBE	
Registration Number:	7094173	WE CHANGE THE INDUSTRY	
Registration Number:	5613392	WE DON'T JUST CHANGE OIL, WE CHANGE THEINDUSTRY	
Registration Number:	5720727	WHO'S UNDER YOUR TRUCK?	
Serial Number:	98006782	DOWNTIME FLEET, INC	
Serial Number:	97743706	FLEET MOBILE MAINTENANCE INC. "WHO WE ARE DEFINES WHAT WE DO"	
Serial Number:	98355555	GET EVERYTHING GOING RIGHT	
		TRADEMARK	

OP \$440.00.00 97704853

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: (714)668-6200
Email: johnkline@paulhastings.com
Correspondent Name: John Kline
Address Line 1: 695 Town Center Drive
Address Line 2: Seventeenth Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Mitchell Garrett
SIGNATURE:	Mitchell Garrett
DATE SIGNED:	03/18/2024

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (each, a “Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of March 18, 2024, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) all Trademarks, including, without limitation, all Trademarks referred to in Schedule 1 (the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

“Trademarks” means (i) all trademarks, trade names, corporate names, each Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the

United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 1; (ii) the right to obtain all renewals thereof; (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof; (iv) the right to sue for past, present and future infringements and dilutions thereof; and (v) all of each Grantor's rights corresponding thereto throughout the world.

This Agreement is 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 that state, without regard to conflict-of-laws principles.

[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

EPIKA FLEET SERVICES, INC., a Nevada corporation, as a Grantor

By: _____
Name: Glenn Sherburne
Title: Executive Chairman

MANAGED MOBILE, INC., a California corporation, as a Grantor

By: _____
Name: Glenn Sherburne
Title: Chief Executive Officer

Acknowledged:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent

By: _____
Name: _____
Title: _____

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

EPIKA FLEET SERVICES, INC., a Nevada corporation, as a Grantor

By: _____
Name: _____
Title: _____

MANAGED MOBILE, INC., a California corporation, as a Grantor

By: _____
Name: _____
Title: _____

Acknowledged:





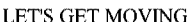




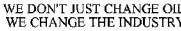
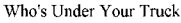
MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: Kevin Dee
Name: Kevin Dee
Title: Vice President



SCHEDULE 1

TRADEMARK COLLATERAL

Registrations:

OWNER	REGISTRATION NO.	TRADEMARK
Epika Fleet Services, Inc.	7121932	CS Truck & Trailer 
Epika Fleet Services, Inc.	7157382	DOWNTIME FLEET MANAGEMENT SERVICES 
Epika Fleet Services, Inc.	6726226	EPIKA FLEET SERVICES 
Epika Fleet Services, Inc.	6733364	EPIKA FLEET SERVICES Design 
Epika Fleet Services, Inc.	6720409	LET'S GET MOVING 
Epika Fleet Services, Inc.	5601893	LUBEZONE 
Epika Fleet Services, Inc.	5601894	LUBEZONE TRUCK LUBE CENTER 
Managed Mobile, Inc.	3453030	MANAGED MOBILE (design mark) 
Managed Mobile, Inc.	3449113	MANAGED MOBILE (word mark)
Epika Fleet Services, Inc.	6489538	POINTS SUCK, EARN CASH. 
Epika Fleet Services, Inc.	7145614	PF PROFLEET TRUCK LUBE 
Epika Fleet Services, Inc.	7094173	WE CHANGE THE INDUSTRY 
Epika Fleet Services, Inc.	5613392	WE DON'T JUST CHANGE OIL, WE CHANGE THE INDUSTRY 
Epika Fleet Services, Inc.	5720727	WHO'S UNDER YOUR TRUCK? 

Applications:

OWNER	APPLICATION NO.	TRADEMARK
Epika Fleet Services, Inc.	98006782	DOWNTIME FLEET, INC. 
Epika Fleet Services, Inc.	97743706	FLEET MOBILE MAINTENANCE INC. "WHO WE ARE DEFINED WHAT WE DO" 
Epika Fleet Services, Inc.	98355555	GET EVERYTHING GOING RIGHT 