

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI129589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUTO DRIVEAWAY SYSTEMS, LLC		03/27/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	JPMORGAN CHASE BANK		
Street Address:	10 SOUTH DEARBORN, FLOOR L2, SUITE IL1-1145		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	72413445	AUTO DRIVEAWAY	
Serial Number:	73712099		
Serial Number:	73712098	AUTO DRIVEAWAY CO.	
Serial Number:	78659306	AD	
Serial Number:	87006454	AUTO DRIVEAWAY	
Serial Number:	87006463	AUTO DRIVEAWAY	
Serial Number:	87006470	AUTO DRIVEAWAY	
Serial Number:	88443428	J&J DRIVEAWAY	
Serial Number:	88443461	J&J DRIVEAWAY	
Serial Number:	88443751	AUTO DRIVEAWAY	
Serial Number:	88443779	AUTO DRIVEAWAY	
Serial Number:	88443813	J&J DRIVEAWAY	
Serial Number:	88443828	J&J DRIVEAWAY	
Serial Number:	88443854	J&J DRIVEAWAY	
Serial Number:	88443480	J&J DRIVEAWAY	
Serial Number:	97851861	DRIVERS ON DEMAND	
Serial Number:	98119819	AUTO DRIVEAWAY	
Serial Number:	98119825	DRIVERS ON DEMAND	
Serial Number:	98119823	AUTO DRIVEAWAY	
		TRADEMARK	

CH \$565.00.00 72413445

Property Type	Number	Word Mark
Serial Number:	98119821	
Serial Number:	88443498	AUTO DRIVEAWAY
Serial Number:	72233053	AUTO DRIVEAWAY

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: 4046854280

Email: ACHOWDHURY@BURR.COM, CHOLLIS@BURR.COM

Correspondent Name: ASHMIN CHOWDHURY

Address Line 1: 1075 PEACHTREE STREET NE

Address Line 2: SUITE 3000

Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	AUTO DRIVEAWAYSYSTEMS
NAME OF SUBMITTER:	Carly Hollis
SIGNATURE:	Carly Hollis
DATE SIGNED:	03/28/2024

Total Attachments: 5

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- source=Doc#_53839320_v_1_Trademark Security Agreement (signed)#page2.tif
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of March 27, 2024, by AUTO DRIVEAWAY SYSTEMS, LLC ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A. a national banking association (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement of even date herewith (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

GRANTORS

AUTO DRIVEAWAY SYSTEMS, LLC,
a Delaware limited liability company







By: 
Name: Jeffrey D. Ellis
Title: Manager









[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008383 FRAME: 0407

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademarks

COUNTRY	TRADEMARK	APPLICATION SERIAL NUMBER	REG. NUMBER	REG. DATE
U.S.	<u>AUTO DRIVEAWAY (& design)</u> 	72233053	851211	06/18/1968
Canada	<u>AUTO DRIVEAWAY (& design)</u> 	0311633	TMA164981	09/05/1969
U.S.	<u>AUTO DRIVEAWAY</u>	72413445	946023	10/24/1972
U.S.	<u>Design only</u> 	73712099	1513080	11/15/1988
U.S.	<u>AUTO DRIVEAWAY CO. (& design)</u> 	73712098	1518332	12/27/1988
U.S.	<u>AD (& design)</u> 	78659306	3160871	10/17/2006
U.S.	<u>AUTO DRIVEAWAY</u>	87006454	5715904	04/02/2019
U.S.	<u>AUTO DRIVEAWAY (& design)</u> 	87006463	5643895	01/01/2019

COUNTRY	TRADEMARK	APPLICATION SERIAL NUMBER	REG. NUMBER	REG. DATE
U.S.	<u>AUTO DRIVEAWAY (& design)</u>  Auto Driveaway	87006470	5649646	01/08/2019
U.S.	<u>J&J DRIVEAWAY (& design)</u>  J&J Driveaway	88443428	6150556	09/15/2020
U.S.	<u>J&J DRIVEAWAY (& design)</u>  J&J Driveaway	88443461	5942714	12/24/2019
U.S.	<u>AUTO DRIVEAWAY (& design)</u>  Auto Driveaway	88443498	6088477	06/30/2020
U.S.	<u>AUTO DRIVEAWAY (& design)</u>  Auto Driveaway	88443751	6088480	06/30/2020
U.S.	<u>AUTO DRIVEAWAY (& design)</u>  Auto Driveaway	88443779	6110708	07/28/2020
U.S.	<u>J&J DRIVEAWAY</u>	88443813	6116038	08/04/2020
U.S.	<u>J&J DRIVEAWAY</u>	88443828	5931292	12/10/2019
U.S.	<u>J&J DRIVEAWAY</u>	88443854	6110709	07/28/2020
U.S.	<u>J&J DRIVEAWAY (& design)</u>  J&J Driveaway	88443480	6110707	07/28/2020
U.S.	<u>DRIVERS ON DEMAND (& design)</u> Drivers On Demand 	97851861	N/A	Filed on March 22, 2023

COUNTRY	TRADEMARK	APPLICATION SERIAL NUMBER	REG. NUMBER	REG. DATE
U.S.	<u>AUTO DRIVEAWAY (& design)</u> 	98119819	N/A	Filed on August 7, 2023
U.S.	<u>DRIVERS ON DEMAND</u>	98119825	7,295,824	01/30/2024
U.S.	<u>AUTO DRIVEAWAY (& design)</u> 	98119823	N/A	Filed on August 7, 2023
U.S.	<u>Design only</u> 	98119821	N/A	Filed on August 7, 2023