

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM473784

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Confirmatory Grant of Security Interest in US Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Merchants Automotive Group, Inc.		05/09/2018	Corporation: NEW HAMPSHIRE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, N.A.		
<b>Street Address:</b>	900 Elm Street, 15th Floor		
<b>City:</b>	Manchester		
<b>State/Country:</b>	NEW HAMPSHIRE		
<b>Postal Code:</b>	03101		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5148974	FLEETACCESS	
<b>Registration Number:</b>	4732133	TOTALVIEW	
<b>Serial Number:</b>	87794188	ALWAYS SETTLE FOR BETTER	
<b>Serial Number:</b>	87794195	IMAGINE THAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>			
<b>Phone:</b>	(216) 586-3939		
<b>Email:</b>	skoston@jonesday.com		
<b>Correspondent Name:</b>	JONES DAY		
<b>Address Line 1:</b>	901 LAKESIDE AVENUE		
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	739326-142349-Sue		
<b>NAME OF SUBMITTER:</b>	Jason P Samblanet		
<b>SIGNATURE:</b>	/Jason P Samblanet/		
<b>DATE SIGNED:</b>	05/14/2018		
<b>Total Attachments: 5</b>			
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**CONFIRMATORY GRANT OF  
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of May 9, 2018 by and from **MERCHANTS AUTOMOTIVE GROUP, INC.**, a New Hampshire corporation having its principal place of business and executive offices at 1278 Hooksett Road, Hooksett, New Hampshire 03106 ("MAG"), (the "Grantor"), to and in favor of **CITIZENS BANK, N.A.**, a national banking association organized and existing under the laws of the United States of America (the "Grantee") for the benefit of the Secured Creditors (as defined in the Security Agreement referenced below).

WHEREAS, the Grantor and certain Subsidiaries of the Grantor have entered into a Third Amended and Restated Security Agreement dated May 9, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns certain Trademarks, including but not limited to those Trademarks listed on Exhibit A attached hereto, which listed Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) **Definitions.** All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) **The Security Interest.**

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all renewals and extensions of the foregoing, (3) all proceeds and products of the Trademarks, (4) the goodwill associated

with such Trademarks, and (5) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) **Security Agreement.** The lien and security interest granted pursuant to this Confirmatory Grant is granted in conjunction with the lien and security interest granted to the Grantee pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Confirmatory Grant is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4) **Recordation.** The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Confirmatory Grant.

5) **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks subject to a security interest hereunder.

6) **GOVERNING LAW.** THIS CONFIRMATORY GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

7) **Counterparts.** This Confirmatory Grant and any amendments, waivers, consents or supplements hereto may be executed in counterparts and by different parties hereto on separate counterparts, each of which shall be an original, but all together one and the same instrument. Delivery of an executed signature page of this Confirmatory Grant by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

**MERCHANTS AUTOMOTIVE GROUP, INC.**

By: 

Name: Jerry Pavelich

Title: Chief Financial Officer

Signature Page for Confirmatory Grant of  
Security Interest in United States Trademarks

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**TRADEMARK**  
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IN WITNESS WHEREOF, the Grantee has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

**CITIZENS BANK, N.A.**

By: 

Name: Marc J. Lubelczyk

Title: Senior Vice President

Signature Page for Confirmatory Grant of  
Security Interest in United States Trademarks

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**TRADEMARK**  
**REEL: 006374 FRAME: 0060**

CONFIRMATORY GRANT OF  
SECURITY INTEREST IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Status	Owner
ALWAYS SETTLE FOR BETTER	87/794188	2/12/2018	N/A	N/A	Pending	Merchants Automotive Group, Inc. Hooksett, NH
FLEETACCESS	86/814634	11/10/2015	5148974	2/28/2017	Registered	Merchants Automotive Group, Inc. Hooksett, NH
IMAGINE THAT	87/794195	2/12/2018	N/A	N/A	Pending	Merchants Automotive Group, Inc. Hooksett, NH
TOTAL VIEW	85/948935	6/3/2013	4732133	5/5/2015	Registered	Merchants Automotive Group, Inc. Hooksett, NH

**TRADEMARK**  
**REEL: 006374 FRAME: 0061**

**RECORDED: 05/14/2018**

Exhibit A