

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST (TERM LOAN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INDIGO AUTO GROUP-TEXAS, LLC		04/11/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK, AS AGENT		
Street Address:	39200 Six Mile Road		
Internal Address:	M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4478426	INDIGO AUTO GROUP	
Registration Number:	4498419	INDIGO AUTO GROUP	
Registration Number:	3720993	INDIGO CLASSIC CARS	
Registration Number:	3720995	INDIGO CLASSIC CARS	
Registration Number:	3687780	THE COLLECTOR'S DEALER	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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>			
Phone:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division		
Address Line 2:	Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	SUSAN M. KORNFIELD		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	04/12/2019		

OP \$140.00 4478426

Total Attachments: 5

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**AGREEMENT
(Trademark)**

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated to be effective as of April 11, 2019 by INDIGO AUTO GROUP- TEXAS, LLC, a Delaware limited liability company (the "Debtor") and Comerica Bank, as Administrative Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Amended and Restated Term Loan and Security Agreement made as of April 11, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the financial institutions from time to time signatory thereto (individually a "Lender," and any and all such financial institutions collectively the "Lenders"), Comerica Bank, as Administrative Agent for the Lenders (in such capacity, the "Agent"), and indiGO Auto Group Holdings, LLC and certain of its Subsidiaries (collectively, including the Debtor, the "Borrowers"), Secured Party and the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make Advances (as defined in the Credit Agreement) to the Borrowers as provided therein; and

B. WHEREAS, as a condition precedent to the making of Advances, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders of a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party and the other Lenders to continue to make Advances (as defined in the Credit Agreement) to the Borrowers pursuant to the Credit Agreement, the Debtor agrees, for the benefit of the Secured Party and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party (for the benefit of the Lenders), and grant to the Secured Party (for the benefit of the Lenders) a security interest in, all of the following property of the Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing: all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on Schedule

1.1 attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all trademark licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

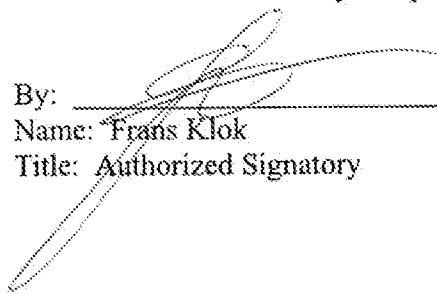
SECTION 4. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INDIGO AUTO GROUP- TEXAS, LLC,
a Delaware limited liability company

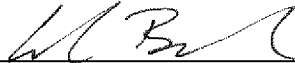
By: 
Name: Frans Klok
Title: Authorized Signatory

Signature page to Trademark Security Agreement (Term Loan)
(15998680)

TRADEMARK
REEL: 006617 FRAME: 0335

SECURED PARTY:



COMERICA BANK, as Agent

By: 
Name: W. Cody Brackeen
Its: Vice President

Signature page to Trademark Security Agreement (Term Loan)
(15998680)

TRADEMARK
REEL: 006617 FRAME: 0336

**SCHEDULE 1.1
TRADEMARK COLLATERAL**

<u>Registered Owner /Name and address of Licensor</u>	<u>Filing Authority</u>	<u>Title/Mark</u>	<u>Serial Number</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Indigo AutoGroup-Texas, LLC	USPTO	INDIGO AUTO GROUP 	85-2999,997	N/A	N/A	4,478,426	February 4, 2014
Indigo AutoGroup-Texas, LLC	USPTO	INDIGO AUTO GROUP	85-2999,952	N/A	N/A	4,498,419	March 18, 2014
Indigo AutoGroup-Texas, LLC	USPTO	INDIGO CLASSIC CARS 	77-612,814	N/A	N/A	3,720,993	December 8, 2009
Indigo AutoGroup-Texas, LLC	USPTO	INDIGO CLASSIC CARS	77-612,871	N/A	N/A	3,720,995	December 8, 2009
Indigo AutoGroup-Texas, LLC	USPTO	THE COLLECTOR'S DEALER	77-612,938	N/A	N/A	3,687,780	September 22, 2009