

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buffalo Group Holdings, LLC		07/09/2020	Limited Liability Company: DELAWARE
CarandTruckRemotes, LLC		07/09/2020	Limited Liability Company: DELAWARE
Midwest Keyless, LLC		07/09/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BBVA USA, as the Administrative Agent		
Street Address:	8333 Douglas Ave., 2nd Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4634477	REMOTE RECYCLE	
Registration Number:	4674196	LOCKSMITH RESOURCE	
Registration Number:	5484628	REMOTE STORE	
Registration Number:	5731384		
Registration Number:	5737878	AUTOREMOTEDIRECT	
Registration Number:	5772858	CROWN KEYS	
Registration Number:	5871809	RR REMOTE RECYCLE	
Registration Number:	5923880	MY KEY COUNTER	
Registration Number:	6031035	DURAKEY	
Registration Number:	5889036	RR	
Serial Number:	88717589	REMOTE RECYCLE	
Serial Number:	88847148	K	
Serial Number:	88847161	KEYFOB OVERSTOCK	
CORRESPONDENCE DATA			

OP \$340.00 4634477

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hkklaw.com,jason.brown@hkklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
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SIGNATURE:	/Susan C. DiNicola/
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DATE SIGNED:	07/09/2020
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 9, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “Trademark Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of BBVA USA, an Alabama banking corporation, as Administrative Agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, pursuant to that certain Credit Agreement dated as of July 9, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Automotive Keys Group, LLC, a Delaware limited liability company (the “Borrower”), Automotive Keys Holdings, Inc., a Delaware corporation (“Holdings”), the other Loan Parties from time to time party thereto, the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”), and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not defined herein have the respective meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of July 9, 2020, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Trademarks and have agreed as a condition thereof to execute this Trademark Security Agreement in order to record the security interests granted therein with the United States Patent and Trademark Office (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to (i) all Registered Intellectual Property that is a Trademark identified in Schedule 1 (but excluding in all cases any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest granted hereunder), (ii) the goodwill of the business connected with the use of, and symbolized by, any such Trademarks, (iii) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral

Agreement) of any such Trademarks, and (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the foregoing (clauses (i) through (iv), collectively, the "Trademark Collateral") in each case as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Secured Obligations (as defined in the Guarantee and Collateral Agreement).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this Trademark Security Agreement, none of the Excluded Assets shall constitute Trademark Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.

SECTION 4 Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

SECTION 5 GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 Notice. Each party to this Trademark Security Agreement irrevocably consents to service of process at the address provided for notices in Section 10.02 of the Credit Agreement. Nothing in this Trademark Security Agreement or any other Loan Document will affect the right of any party to this Trademark Security Agreement to serve process in any other manner permitted by applicable law.

[Signature pages follow]


IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:


BUFFALO GROUP HOLDINGS, LLC

By: 
Name: Ayal Sharvit
Title: Chief Executive Officer

CARANDTRUCKREMOTES, LLC

By: 
Name: Ayal Sharvit
Title: Chief Executive Officer

MIDWEST KEYLESS, LLC

By: 
Name: Ayal Sharvit
Title: Chief Executive Officer

{SIGNATURE PAGE}

[Buffalo Group] Trademark Security Agreement

BBVA USA,
as the Administrative Agent



By: _____
Name: Kayle Green
Title: Senior Vice President

[SIGNATURE PAGE]

TRADEMARKS

Mark	Jurisdiction	App. No. App. Date	Reg. No. Reg. Date	Status	Current Owner of Record
REMOTE RECYCLE	U.S.	86175239 25-JAN-2014	4634477 04-NOV-2014	Registered	Buffalo Group Holdings, LLC
LOCKSMITH RESOURCE	U.S.	86179799 30-JAN-2014	4674196 20-JAN-2015	Registered	Buffalo Group Holdings, LLC
REMOTE STORE 	U.S.	87623009 26-SEP-2017	5484628 05-JUN-2018	Registered	Buffalo Group Holdings, LLC
Design Only 	U.S.	87864445 05-APR-2018	5731384 23-APR-2019	Registered	Buffalo Group Holdings, LLC
AUTOREMOTEDIRECT 	U.S.	87859954 02-APR-2018	5737878 30-APR-2019	Registered	Buffalo Group Holdings, LLC
CROWN KEYS 	U.S.	87862646 04-APR-2018	5772858 11-JUN-2019	Registered	Buffalo Group Holdings, LLC
RR REMOTE RECYCLE 	U.S.	88269306 21-JAN-2019	5871809 01-OCT-2019	Registered	Buffalo Group Holdings, LLC
MY KEY COUNTER 	U.S.	87863653 04-APR-2018	5923880 03-DEC-2019	Registered	Buffalo Group Holdings, LLC
DURAKEY	U.S.	88567421 05-AUG-2019	6031035 07-APR-2020	Registered	Buffalo Group Holdings, LLC
REMOTE RECYCLE	U.S.	88717589 06-DEC-2019	--	Pending	Buffalo Group Holdings, LLC
RR 	U.S.	88269328 21-JAN-2019	5889036 22-OCT-2019	Registered	Buffalo Group Holdings, LLC
K 	U.S.	88847148 25-MAR- 2020	—	Pending	Buffalo Group Holdings, LLC
KEYFOB OVERSTOCK	U.S.	88847161 25-MAR- 2020	—	Pending	Buffalo Group Holdings, LLC

TRADEMARK