

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REGISTRY MONITORING INSURANCE SERVICES, INC.		03/19/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC		
Street Address:	100 SOUTH WACKER DRIVE, FLOOR 18		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5895319	RMIS	
Registration Number:	4740856	CARGOBOOST	
Registration Number:	3942870	RMIS	
Registration Number:	4495311	REGISTRY MONITORING INSURANCE SERVICES I	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	William Majeski		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	38263.009		
NAME OF SUBMITTER:	William Majeski		
SIGNATURE:	/William Majeski/		
DATE SIGNED:	03/19/2021		

CH \$115.00 5895319

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of March 19, 2021 is made by REGISTRY MONITORING INSURANCE SERVICES, INC., a California corporation (the “*Grantor*”), in favor of GOLUB CAPITAL MARKETS LLC (“*Golub Capital*”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement even date herewith (together with all exhibits and other attachments thereto, the “*Credit Agreement*”), among (i) BRP HOLD 12, INC., a Delaware corporation, (ii) INTERNET TRUCKSTOP GROUP LLC, a Delaware limited liability company, and the Subsidiaries of Holdings signatory thereto as guarantors or hereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, (iii) the lenders from time to time party hereto, (iv) Golub Capital, as administrative agent for the Lenders and the Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has executed and delivered the Assumption Agreement, dated as of March 19, 2021 (the “*Assumption Agreement*”) to that certain Security Pledge Agreement, dated as of April 2, 2019, in favor of the Collateral Agent (as supplemented by the Assumption Agreement and as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a valid and continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

I. SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

II. SECTION 2. Grant of Security Interest. The Grantor hereby grants, pledges and collaterally assigns a security interest in all of such Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, together with all common-law rights related thereto, the right to obtain all renewals thereof, all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and all of such Grantor's rights corresponding to any of the foregoing throughout the world (collectively, the "*Trademark Collateral*"), to the Collateral Agent, for the benefit of the Secured Parties, to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that the Trademark Collateral shall not include any "intent-to-use" application for a Trademark registration prior to the filing of a "statement of use" or an "amendment to allege use" with respect thereto, to the extent, if any, and solely during the period, if any, in which the grant of security interest therein would imperil the validity or enforceability of any registration issuing from such intent-to-use application under applicable Federal law.

III. SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

IV. SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

V. SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

VI. SECTION 6. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. In addition, the provisions of Sections 7.2, 7.6, 7.7, 7.8, 7.11, 7.12 and 7.15 of the Security Pledge Agreement are incorporated herein by reference, *mutatis mutandis*.

[Signature Pages Follow]

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.

REGISTRY MONITORING INSURANCE SERVICES, INC.,

a California corporation,
as a Grantor

DocuSigned by:
Patrick Donoghue
AC29880779144FC...

By: _____

Name: Patrick Donoghue

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

GOLUB CAPITAL MARKETS LLC
as Collateral Agent

By: 

Name: Robert G. Fuchscherer

Title: Senior Managing Director

SCHEDULE A

U.S. Trademark Registrations and Applications

Registered Trademarks:

Mark	Country	Owner Name	Registration Number	Status
SHIELD DESIGN RMIS	U.S.	Registry Monitoring Insurance Services, Inc.	5895319	Registered
CARGOBOOST	U.S.	Registry Monitoring Insurance Services, Inc.	4740856	Registered
RMIS	U.S.	Registry Monitoring Insurance Services, Inc.	3942870	Registered
SHIELD DESIGN W/REGISTRY MONITORING INSURANCE SERVICES INC.,	U.S.	Registry Monitoring Insurance Services, Inc.	4495311	Renewed