

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERCHANTS AUTOMOTIVE GROUP, INC.		06/30/2021	Corporation: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	BBNP PARIBAS, as Collateral Agent		
Street Address:	787 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	90530774	MERCHANTS FLEET	
Serial Number:	88730387	FLEETTECH	
Serial Number:	88278956		
Serial Number:	87918192	MERCHANTS FLEET MANAGEMENT	
Serial Number:	87918195	GUARANTEETRAC	
Serial Number:	87918184	OPENTRAC	
Serial Number:	87794188	ALWAYS SETTLE FOR BETTER	
Serial Number:	86814634	FLEETACCESS	
Serial Number:	85948935	TOTALVIEW	
Serial Number:	90669519		
Registration Number:	5827976		
CORRESPONDENCE DATA			
Fax Number:			
<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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	330 N Wabash Avenue		

CH \$290.00 90530774

Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049018-0160 HP

NAME OF SUBMITTER: Heather Poitras

SIGNATURE: /hp/

DATE SIGNED: 06/30/2021

Total Attachments: 5

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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 June 30, 2021 by and from MERCHANTS AUTOMOTIVE GROUP, INC., a New Hampshire corporation (the “Grantor”), to and in favor of BNP PARIBAS, 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 certain affiliates of the Grantor have entered into a Security Agreement dated as of the date hereof (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 the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which 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 the Grantee under the Security Agreement. The rights and remedies of the 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. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the 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 the Grantee a security interest in (1) all of the 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.

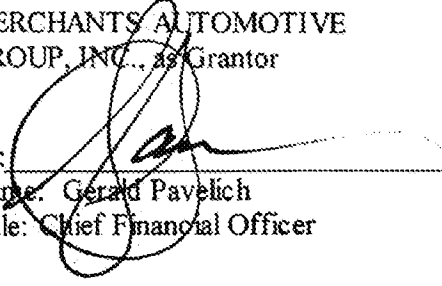
3. Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this

Agreement and/or any document to be signed in connection with this Confirmatory Grant shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. As used herein, "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

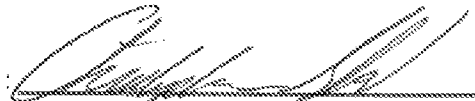
4. Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

MERCHANTS AUTOMOTIVE
GROUP, INC., as Grantor


By: 
Name: Gerald Pavelich
Title: Chief Financial Officer

BNP PARIBAS, as Grantee

By: 

Name: Christopher Sked

Title: Managing Director

By: 

Name: Nicolas Doche

Title: Vice President

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	App. No. App. Date	Reg. No. Reg. Date	Owner
MERCHANTS FLEET	90530774 2/16/2021	n/a	Merchants Automotive Group, Inc.
FLEETTECH	88730387 12/17/2019	6134827 8/25/2020	Merchants Automotive Group, Inc.
DESIGN ONLY	88278956 5/21/2019	5827976 8/6/2019	Merchants Automotive Group, Inc.
MERCHANTS FLEET MANAGEMENT	87918192 5/11/2018	6208299 12/1/2020	Merchants Automotive Group, Inc.
GUARANTEETRAC	87918195 5/11/2018	5940331 12/17/2019	Merchants Automotive Group, Inc.
OPENTRAC	87918184 5/11/2018	5940330 12/17/2018	Merchants Automotive Group, Inc.
ALWAYS SETTLE FOR BETTER	87794188 2/12/2018	5565640 7/3/2018	Merchants Automotive Group, Inc.
FLEETACCESS	86814634 11/10/2015	5148974 2/28/2017	Merchants Automotive Group, Inc.
TOTALVIEW	85948935 6/3/2013	4732133 5/5/2015	Merchants Automotive Group, Inc.
ELECTRIFY FLEET	90669519 4/25/2021	n/a	Merchants Automotive Group, Inc.
Merchants Automotive Group, Inc.	88278956 1/28/19	5827976 8/6/19	Merchants Automotive Group, Inc.