

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AAAG-OHIO, LLC		09/27/2021	Limited Liability Company: DELAWARE
LIQUID MOTORS INC.		09/27/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3157732	M	
Registration Number:	3114149	LIQUID MOTORS	
Registration Number:	2473486	"WHERE DEALERS GO FOR ANSWERS"	
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:	2128192511		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kate Andes		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1155735-0270-CM65		
NAME OF SUBMITTER:	Kate Andes		
SIGNATURE:	/Kate Andes/		
DATE SIGNED:	09/27/2021		
Total Attachments: 4			
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **AAAG-OHIO, LLC**, a Delaware limited liability company with principal offices at 4700 Grovepoint Road, Columbus, OH 43207-5217 and **LIQUID MOTORS INC.**, a Delaware corporation with principal offices at 1755 North Collins Blvd., Suite 109, Richardson, Texas 75080 (each, a “Grantor”, and collectively, the “Grantors”), hereby grants to **JEFFERIES FINANCE LLC**, as Collateral Agent, with principal offices at 520 Madison Avenue, New York, New York 10022 (the “Grantee”), a continuing security interest in (i) all of each Grantor’s right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (excluding, for clarity, any “intent to use” trademark application for which a statement of use has not been filed with or accepted by the USPTO) (collectively, the “Marks”), (ii) all rights and privileges arising under applicable law with respect to each Grantor’s use of the Marks, (iii) all reissues, continuations, extensions and renewals of the Marks and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the Marks, including damages, claims and payments for past, present or future infringements of the Marks, (v) all rights corresponding to the Marks throughout the world, (vi) all the goodwill of the business with which the Marks are associated and (vii) rights to sue for past, present and future infringements or dilutions of the Marks or other injuries thereto.

THIS GRANT is made to secure the payment or performance, as the case may be, in full of the Secured Obligations, as such term is defined in the Pledge and Security Agreement, dated as of September 27, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Pledge and Security Agreement”), by and among the Grantors, the other grantors from time to time party thereto and the Grantee.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

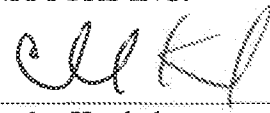
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IN WITNESS WHEREOF, the undersigned have duly executed this Grant as of the date first written above.

AAAG-OHIO, LLC

By: 
Name: Charles Kunkel
Title: Chief Financial Officer and Secretary

LIQUID MOTORS INC.

By: 
Name: Charles Kunkel
Title: Chief Financial Officer and Secretary

[Signature Page to Grant of Security Interest in United States Trademark]

TRADEMARK
REEL: 007433 FRAME: 0549

JEFFERIES FINANCE LLC, as
Collateral Agent

by



Name: John Liguori

Title: Managing Director

[Signature Page to Grant of Security Interest in United States Trademark]

TRADEMARK
REEL: 007433 FRAME: 0550

Schedule A

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
M and Design 	LIQUID MOTORS INC.	78736557	19-Oct-05	3157732	17-Oct-06
LIQUID MOTORS	LIQUID MOTORS INC.	78661008	29-Jun-05	3114149	11-Jul-06
"WHERE DEALERS GO FOR ANSWERS"	AAAG-OHIO, LLC	76068798	12-Jun-00	2473486	31-Jul-01