

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DriveShop, LLC		12/30/2021	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Northcreek Mezzanine Fund III, L.P.		
Street Address:	312 Walnut Street Ste 2310		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87381619	DRIVESHOP	
Serial Number:	87381611	DRIVESHOP	
CORRESPONDENCE DATA			
Fax Number:	5139773486		
<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:	5139773486		
Email:	abrown@katzteller.com		
Correspondent Name:	Amy Brown		
Address Line 1:	255 E Fifth St Ste 2400		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Amy Brown		
SIGNATURE:	/Amy Brown/		
DATE SIGNED:	01/03/2022		
Total Attachments: 2			
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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of December 30, 2021 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors (as defined therein) party thereto (each an "Obligor" and collectively, the "Obligors") and NORTHCREEK MEZZANINE FUND III, L.P. ("Purchaser"), the undersigned Obligor has granted to the Purchaser a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to the trademarks and trademark applications set forth on Schedule I hereto.

The undersigned Obligor and the Purchaser hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

DRIVESHOP LLC

By: 

Kevin G. Delaplante, Treasurer

Acknowledged and Accepted:

NORTHCREEK MEZZANINE FUND III, L.P.

By: NMF GP III, LLC
Its General Partner

By: Northcreek Management, Inc.
Its Manager

By: 

Barry A. Peterson, Vice President

Schedule 1

Serial #	Registration #	Mark
87381619	5310558	<i>DriveShop</i>
87381611	5310557	DRIVESHOP

4853-8759-5271, v. 4