

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LAZ KARP ASSOCIATES, LLC		12/30/2021	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5821221	PARKEMU	
Registration Number:	5512380	PARTNERS IN CARING	
Registration Number:	5254051	LAZ FLY AIRPORT PARKING	
Registration Number:	5127218	V VALET PARKING SERVICE SINCE 1946	
Registration Number:	5413298	LAZ GO PAY. PARK. EASY.	
Registration Number:	4542302	LAZ PARKING	
Registration Number:	4379020	LAZ PARKING	
Registration Number:	4379021	PARTNERS IN PARKING	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	36084-30136		

CH \$215.00 5821221

NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	12/30/2021
Total Attachments: 4 source=LAZ Karp_ Confirmatory Grant of SI in Trademarks (Executed) 276350935_1#page1.tif source=LAZ Karp_ Confirmatory Grant of SI in Trademarks (Executed) 276350935_1#page2.tif source=LAZ Karp_ Confirmatory Grant of SI in Trademarks (Executed) 276350935_1#page3.tif source=LAZ Karp_ Confirmatory Grant of SI in Trademarks (Executed) 276350935_1#page4.tif	

**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 December 30, 2021 by and from LAZ KARP ASSOCIATES, LLC, a Connecticut limited liability company (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Grantee, the other Loan Parties party thereto and the Lenders party thereto have entered into a Credit Agreement dated as of December 30, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor, the other Loan Parties and the Grantee have entered into a Pledge and Security Agreement dated as of December 30, 2021 (as may be amended, 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 Grantee under the Security Agreement. The rights and remedies of 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 meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon Payment in Full, the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly execute, acknowledge, and deliver to Grantor all reasonably requested instruments, in writing or otherwise, evidencing such release.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of 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 proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same. Nothing herein shall limit the Grantor’s grant of a security interest in the foregoing assets or any other Collateral in favor of the Grantee

to secure the Secured Obligations pursuant to the Security Agreement or any other Collateral Documents, all of which grants are hereby reaffirmed, ratified and confirmed.

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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

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 laws of the State of New York.

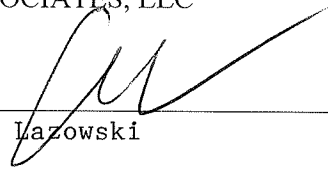
IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

LAZ KARP ASSOCIATES, LLC

By: _____

Name: Alan B. Lazowski

Title: CEO



CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Application No. / Application Date	Registration No. / Registration Date
PARKEMU	88267267 January 18, 2019	5821221 July 30, 2019
PARTNERS IN CARING	87698325 November 27, 2017	5512380 July 10, 2018
LAZ FLY AIRPORT PARKING 	87060099 June 3, 2016	5254051 August 1, 2017
V VALET PARKING SERVICE SINCE 1946 	86945726 March 18, 2016	5127218 January 24, 2017
LAZ GO PAY. PARK. EASY. 	86807907 November 3, 2015	5413298 February 27, 2018
LAZ PARKING 	86008979 July 12, 2013	4542302 June 3, 2014
LAZ PARKING	85760852 October 23, 2012	4379020 August 6, 2013
PARTNERS IN PARKING	85760870 October 23, 2012	4379021 August 6, 2013