

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763574

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OWNERSHIELD, INC.		10/21/2022	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association		
Also Known As:	Fifth Third		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6052290	SMART AUTOCARE	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	6175732700		
Email:	Andrew.Jaworski@hklaw.com,susan.dinicola@hklaw.com,Kyle.Turnbull@hklaw.c		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Andrew Jaworski		
SIGNATURE:	/Andrew J. Jaworski/		
DATE SIGNED:	10/26/2022		
Total Attachments: 5			
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CH \$40.00 6052290

TRADEMARK COLLATERAL AGREEMENT

This Trademark Collateral Agreement, dated as of October 21, 2022, is made by OWNERSHIELD, INC., a Texas corporation (“Debtor”) with its principal place of business and mailing address at 10151 Deerwood Park Blvd, Bldg. 100 Ste. 330, Jacksonville, FL 32256, in favor of Fifth Third Bank, National Association (“Fifth Third”), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below) (in such capacity together with its successors and assigns, the “Administrative Agent”).

WHEREAS, Debtor, certain affiliates of Debtor and the Administrative Agent are parties to the Second Amended and Restated Security Agreement dated as of October 21, 2022, as the same may be amended, modified, restated or amended and restated from time to time (the “Security Agreement”), pursuant to which (i) Debtor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) to secure the payment and performance of all Obligations of Debtor and (ii) Debtor is required to execute and deliver this Trademark Collateral Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms.

Unless otherwise defined herein, terms used herein shall have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest.

Section 2.1 Scope of Grant. Debtor grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, the following property (collectively, the “Trademark Collateral”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in the Security Agreement.

Section 2.2 Limitations. Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance, other assignment or a grant of a security interest to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"). When a Statement of Use is filed and accepted by the United States Patent and Trademark Office (the "USPTO"), then that application shall cease to be partly exempted from this Trademark Collateral Agreement and shall be part of the Trademark Collateral.

Section 3. Miscellaneous.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Collateral Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

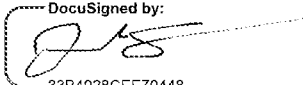
Debtor hereby authorizes and requests that the USPTO record this Trademark Collateral Agreement.

This Trademark Collateral Agreement shall be governed by the laws of the State of New York, without regard to conflicts of law provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

OWNERSHIELD, INC.

By  _____
Name: John Short
Title: Secretary

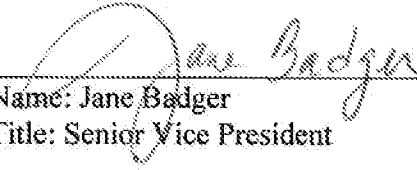
[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT – OWNERSHIELD, INC.]

TRADEMARK
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Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By


Name: Jane Badger

Title: Senior Vice President


[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT -- OWNERSHIELD, INC.]

TRADEMARK
REEL: 007877 FRAME: 0114

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
SMART AUTOCARE  (DESIGN PLUS WORDS)	6052290	May 12, 2020