

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766257

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECOVERSE, LLC		11/01/2022	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn		
Internal Address:	Floor L2N		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4925338	ECOVERSE	
Registration Number:	4836490	ECOVERSE	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	63492-9		
NAME OF SUBMITTER:	Nancy Graham		
SIGNATURE:	/Nancy Graham/		
DATE SIGNED:	11/07/2022		
Total Attachments: 6			
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FLOOR PLAN FIRST LIEN PATENT AND TRADEMARK SECURITY AGREEMENT

THIS FLOOR PLAN FIRST LIEN PATENT AND TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) is entered into as of November 1, 2022 by ECOVERSE, LLC, a Michigan limited liability company (the “*Grantor*”), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the “*Administrative Agent*”) for the lenders party to the Credit Agreement referred to below.

Recitals

A. The Grantor and the Administrative Agent entered into a Joinder Agreement, dated as of the date hereof, pursuant to which the Grantor was joined as a Borrower and Loan Party to that certain Sixth Amended and Restated Floor Plan First Lien Credit Agreement dated as of April 1, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

B. In connection with the Credit Agreement, the Grantor is entering into a Security Agreement Supplement to that certain Fourth Amended and Restated Floor Plan First Lien Pledge and Security Agreement dated as of April 1, 2021 (as amended or modified from time to time, the “*Security Agreement*”) with the Administrative Agent. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, the Grantor pledged, assigned, and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a first-priority security interest in substantially all of the assets of the Grantor, including all right, title, and interest of the Grantor in, to, and under all now owned and hereafter acquired Patents, patent applications, patent licenses, Trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations as (defined in the Credit Agreement).

D. Pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, the Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any

trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the “*Trademark Collateral*”);

- (4) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application, and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the “*Patent Collateral*”).

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

GRANTOR:

ECOVERSE, LLC

By: 
Name: Anthony Colucci
Title: Manager

Signature Page to Floor Plan First Lien Patent and Trademark Security Agreement

TRADEMARK
REEL: 007916 FRAME: 0730

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: [Handwritten Signature]
Name: [Handwritten Name]
Title: [Handwritten Title]

SCHEDULE 1

Trademarks, Trademark Applications and Trademark Licenses

TRADEMARKS APPLICATIONS

None.

TRADEMARK



Registered mark	Jurisdiction	Serial No.	Registration No.	Filing Date
Design plus words (logo)	USPTO	86569252	4925338	3/19/2015
Standard Character Mark	USPTO	86569212	4836490	3/19/2015

TRADEMARK LICENSES

None.

SCHEDULE 2

Patent, Patent Applications and Patent Licenses

PATENTS

None

PATENT APPLICATIONS

None.