

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM795016

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
V2G HOLDINGS, LLC		03/15/2023	Limited Liability Company: DELAWARE
VAC2GO, LLC		03/15/2023	Limited Liability Company: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NewSpring Mezzanine Capital V, L.P.		
<b>Street Address:</b>	Attn: Steven D. Hobman		
<b>Internal Address:</b>	555 E. Lancaster Avenue, Third Floor		
<b>City:</b>	Radnor		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19087		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5031713	VAC2GO	
<b>Registration Number:</b>	5031716	VAC2GO	
<b>Registration Number:</b>	5035753	WE SUCK BETTER!	
<b>Serial Number:</b>	97485078	WE'VE GOT YOUR VAC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6106401965		
<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>			
<b>Phone:</b>	6106405800		
<b>Email:</b>	trademarks@stradley.com		
<b>Correspondent Name:</b>	Stradley Ronon Stevens & Young, LLP		
<b>Address Line 1:</b>	Donna Marie Davidson		
<b>Address Line 2:</b>	30 Valley Stream Parkway		
<b>Address Line 4:</b>	Malvern, PENNSYLVANIA 19355		
<b>ATTORNEY DOCKET NUMBER:</b>	190814-0003		
<b>NAME OF SUBMITTER:</b>	Donna Marie Davidson		

CH \$115.00 5031713

<b>SIGNATURE:</b>	/Donna Marie Davidson/
<b>DATE SIGNED:</b>	03/16/2023
<b>Total Attachments: 6</b> source=IP Security Agreement (NewSpring-Vac2Go)#page1.tif source=IP Security Agreement (NewSpring-Vac2Go)#page2.tif source=IP Security Agreement (NewSpring-Vac2Go)#page3.tif source=IP Security Agreement (NewSpring-Vac2Go)#page4.tif source=IP Security Agreement (NewSpring-Vac2Go)#page5.tif source=IP Security Agreement (NewSpring-Vac2Go)#page6.tif	

## AGREEMENT

### (Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of March 15, 2023, between the undersigned (each individually a "Debtor" and collectively the "Debtors") and NewSpring Mezzanine Capital V, L.P., as Agent for the Lenders (as defined below) ("Secured Party").

### WITNESSETH

A. WHEREAS, pursuant to that certain Senior Subordinated Loan Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Loan Agreement") by and among V2G Holdings, LLC, a Delaware limited liability company ("Parent Borrower"), Vac2Go, LLC, a Kentucky limited liability company ("Target" and together with Parent Borrower, the "Borrowers" and each a "Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender," and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Loan Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of the date hereof, to the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Loan Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrowers pursuant to the Loan Agreement, the Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in *Schedule 1.1* attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Security Interest.** The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Loan Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Loan Agreement, provided that the requisite Lenders under such Loan Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 13.10 of the Loan Agreement.

**SECTION 5. Acknowledgment.** The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Intercreditor Agreement. This Agreement shall be subject to the terms of that certain Subordination and Intercreditor Agreement, dated on or about the date hereof, by and among NewSpring Mezzanine Capital V, L.P. and Comerica Bank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

**V2G HOLDINGS, LLC**

*Donald Charlton*

By: \_\_\_\_\_

Name: Don Charlton

Its: Chairman

**VAC2GO, LLC**

By: *Donald Charlton*

By: \_\_\_\_\_

Name: Don Charlton

Its: Chairman

SECURED PARTY:

**NEWSPRING MEZZANINE CAPITAL V, L.P.**, as  
Agent

By: NSM V GP, LLC, its general partner

By: \_\_\_\_\_

Name: Steven D. Hobman

Its: President

[Signature Page to Trademark Agreement]

**TRADEMARK**  
**REEL: 008005 FRAME: 0442**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

**V2G HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: Don Charlton  
Its: Chairman


**VAC2GO, LLC**

By: \_\_\_\_\_  
Name: Don Charlton  
Its: Chairman

SECURED PARTY:

**NEWSPRING MEZZANINE CAPITAL V, L.P., as  
Agent**


By: NSM V GP, LLC, its general partner

By: DocuSigned by:  
  
\_\_\_\_\_  
DE8F9CCEA9A01B2  
Name: Steven D. Hobman  
Its: President

[Signature Page to Trademark Agreement]

**SCHEDULE 1.1**

**TRADEMARK COLLATERAL**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
VAC2GO	86885684	January 25, 2016	5031713	August 30, 2016	Vac2Go, LLC
VAC2GO and Design 	86885697	January 25, 2016	5031716	August 30, 2016	Vac2Go, LLC
WE SUCK BETTER!	86885700	January 25, 2016	5035753	September 6, 2016	Vac2Go, LLC
WE'VE GOT YOUR VAC	97485078	July 1, 2022			Vac2Go, LLC