

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800078

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TMO LLC		03/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC, as Collateral Agent		
Street Address:	40 West 57th Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3155584	WE PARK NEW YORK	
Registration Number:	2446997	ICON	
Serial Number:	97291378	PARSAFE BY ICON PARKING	
Serial Number:	97291371	ICON PARKING SYSTEMS	
Serial Number:	97291366	ICON PARKING	
Serial Number:	97261696	PARKING IS JUST THE START	
Registration Number:	5569788	ICONGO	
Registration Number:	2338797		
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	results-uccteam6@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		

OP \$215.00 3155584

NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	04/03/2023
Total Attachments: 11 source=#96751884v2 - (Project Icon - IPSA) - sent for filing#page1.tif source=#96751884v2 - (Project Icon - IPSA) - sent for filing#page2.tif source=#96751884v2 - (Project Icon - IPSA) - sent for filing#page3.tif source=#96751884v2 - (Project Icon - IPSA) - sent for filing#page4.tif source=#96751884v2 - (Project Icon - IPSA) - sent for filing#page5.tif source=#96751884v2 - (Project Icon - IPSA) - sent for filing#page6.tif source=#96751884v2 - (Project Icon - IPSA) - sent for filing#page7.tif source=#96751884v2 - (Project Icon - IPSA) - sent for filing#page8.tif source=#96751884v2 - (Project Icon - IPSA) - sent for filing#page9.tif source=#96751884v2 - (Project Icon - IPSA) - sent for filing#page10.tif source=#96751884v2 - (Project Icon - IPSA) - sent for filing#page11.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 31, 2023, (this “*Agreement*”), among TMO LLC, a Delaware limited liability company (the “*Grantor*”), and HPS INVESTMENT PARTNERS, LLC (“*HPS*”), as collateral agent for the Secured Parties (in such capacity, the “*Collateral Agent*”).

RECITALS

WHEREAS, Icon Parking Intermediate Holdings, LLC, a Delaware limited liability company (the “*Borrower*”), the Guarantors from time to time party thereto, the financial institutions from time to time party thereto as Lenders (the “*Lenders*”), HPS Investment Partners, LLC, as administrative agent for the Lenders (in such capacity, the “*Administrative Agent*”), , are parties to a Credit Agreement dated as of March 31, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, the Grantor is party to a Security Agreement dated as of March 31, 2023 (as it may from time to time be amended, amended and restated, modified or supplemented, the “*Security Agreement*”), by and among the Borrower, the other grantors named therein, HPS, the Collateral Agent and the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral. As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, the Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of the Grantor’s right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

“*Intellectual Property Collateral*” means the Grantor’s right, title and interest in, to and under the following (*provided*, that the term “Intellectual Property Collateral” shall not include any Excluded Assets):

- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License to which it is a party;
- (e) all reissues, continuations or extensions of any of the foregoing; and
- (f) all proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, or future (i) infringement or dilution of any (A) Copyright or Copyright licensed under any Copyright License, (B) Trademark or Trademark licensed under any Trademark License or (C) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 First Priority Security Interest. Notwithstanding anything to the contrary contained in this Agreement, the Grantor and the Collateral Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interests granted to the Collateral Agent for the benefit of the Secured Parties and securing the Secured Obligations pursuant to this Agreement, will, subject to Sections 2.01 and 2.02 of the Security Agreement, be a “first” priority Security Interest in the Intellectual Property Collateral, junior to no other security interests, other than Permitted Liens.

SECTION 4 Certain Exclusions.

- (a) Notwithstanding anything herein to the contrary, in no event will the Collateral or the Intellectual Property Collateral include, and the Grantor will not be deemed to have granted, a Security Interest in any of its right, title or interest in any Intellectual Property constituting an Excluded Asset (as defined in the Security Agreement).
- (b) Nothing herein shall preclude the Grantor from taking any action in the United States Patent and Trademark Office of the United States Copyright Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof, including modification, reexamination or abandonment of any Intellectual Property Collateral, that is (i) in accord with the ordinary conduct of the Grantor’s business and (ii) permitted by the terms of the Financing Agreements.

SECTION 5 Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the

rights and remedies of the Collateral Agent with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the provisions of this Agreement and the Security Agreement, the terms of the Security Agreement will prevail.

SECTION 6 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above. this Intellectual Property Security Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or .pdf shall be effective as delivery of an original executed counterpart of this Intellectual Property Security Agreement.


TMO LLC, as Grantor

By: **ICON PARKING HOLDINGS, LLC**,
their manager

By: *John D. Smith*
Name: John D. Smith
Title: President & Chief Executive
Officer

ACCEPTED AND AGREED:

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent

By:  _____
Name: Brett Pertuz
Title: Managing Director

SCHEDULE I

UNITED STATES COPYRIGHTS

COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

SCHEDULE II

UNITED STATES PATENTS


PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE III

UNITED STATES TRADEMARKS

TRADEMARKS AND TRADEMARK APPLICATIONS

Registrant	Trademark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
TMO LLC	WE PARK NEW YORK	U.S.	76600234	7/1/2004	3155584	10/17/2006	Registered
TMO LLC	Icon	U.S.	75728812	6/9/1999	2446997	4/24/2001	Registered
TMO LLC	PARKSAFE BY ICON PARKING	U.S.	97291378	3/2/2022			Pending
TMO LLC	ICON PARKING SYSTEMS	U.S.	97291371	3/2/2022			Pending
TMO LLC	ICON PARKING	U.S.	97291366	3/2/2022			Pending
TMO LLC	PARKING IS JUST THE START	U.S.	97261696	2/10/2022			Pending
TMO LLC	ICONGO	U.S.	87796856	2/14/2018	5569788	9/25/2018	Registered
TMO LLC		U.S.	75749037	6/15/1999	2338797	4/4/2000	Registered

Domain Names:

BESTPARKINGNY.CO
BESTPARKINGNY.COM
BESTPARKINGNYC.CO
iconparkingmanagement.com
iconquikpark.com
iconquikpark.nyc
iqpmanagers.com
iquikpark.com
PARKINGMANHATTAN.COM
PARKINGNEWYORK.CO
PARKINGNY.CO
PARKINGNYC.CO
qpimanagers.com
QUICKPARK.CO
QUICKPARKGARAGES.COM
QUICKPARKGARAGES.NET
QUICKPARKINGNY.COM
QUICKPARKINGNYC.COM
QUICKPARKNY.COM
QUICKPARKNY.NET
QUICKPARK.CO

QUIKPARKGARAGE.COM
QUIKPARKGARAGE.INFO
QUIKPARKGARAGE.NET
QUIKPARKGARAGES.BIZ
QUIKPARKGARAGES.CO
QUIKPARKGARAGES.COM
QUIKPARKGARAGES.INFO
QUIKPARKGARAGES.MOBI
QUIKPARKGARAGES.NET
QUIKPARKGARAGES.ORG
QUIKPARKGARAGES.US
quikparkicon.com
quikparkicon.nyc
QUIKPARKING.COM
QUIKPARKINGNY.COM
QUIKPARKINGNYC.COM
QUIKPARKNEWYORK.COM
QUIKPARKNEWYORK.NET
QUIKPARKNY.COM
QUIKPARKNY.NET
THEQUIKPARKGARAGES.COM
THEQUIKPARKGARAGES.NET
800parking.com
877parking.com
bostonparking.com
icon-parking.com
icon.nyc
icon24hrparking.com
icongarage.com
icongo.nyc
icongonyc.com
iconparking.com
iconparking.info
iconparking.nyc
iconparking.us
iconparkingnewyorkcity.com
iconparkingonline.com
iconparkingrewards.com
iconparkingsystems.com
iconparkingsystems.net
iconparkingsystems.nyc
iconreward.com
icontheaterparking.com
manhattanparkingcoupons.com
manhattanparkingcoupons.info
newyorkparkingcoupons.com

newyorkparkingcoupons.info
nycparking.nyc
nycparkingcoupons.info
nyparkingcoupons.com
nyparkingcoupons.info
parkingcoupons.info
parkingmonthly.com
parkingnewyorkcity.com
wepark.nyc
weparkboston.com
weparknewyork.com
weparkny.com
weparkny.net

Social Media:

Instagram: @iconparkingnyc
Twitter: @IconParkingNYC
Facebook: facebook.com/IconParkingNYC

Software:

1. Accounts Receivable software known as “iparc”
2. User Application, marketed as the “Icon Go App”

Licenses of Intellectual Property from Third Parties

1. Trademark Consent and Coexistence Agreement, dated as of August 31, 2006, by and between Drury Development Corporation, Jacob I. Sopher, a/k/a Hank Sopher, and Marathon/Quik Park NYC, LLC.
2. Software Services Agreement, effective as of March 1, 2017, entered between OutworX Corporation and Icon Parking Holdings, LLC.