

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6424291

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PROTRACOTR SOFTWARE INC.	11/30/2020
B & G TECHNOLOGIES, LLC	11/30/2020
DEALERLOGIX LLC	11/30/2020
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT
Street Address:	3003 TASMAN DRIVE, HF 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	10586292
Patent Number:	8907816
Application Number:	16782678
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<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:	202-370-4756
Email:	ipteam@coagencyglobal.com
Correspondent Name:	JAY DASILVA
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	1296039 PAT
NAME OF SUBMITTER:	ALICIA VELLANTE
SIGNATURE:	/Alicia Vellante/
DATE SIGNED:	12/01/2020
Total Attachments: 7	

source=Vehlo - Intellectual Property Security Agreement (November 2020 Joinders)
[Executed]_WEIL_97728853_1#page1.tif
source=Vehlo - Intellectual Property Security Agreement (November 2020 Joinders)
[Executed]_WEIL_97728853_1#page2.tif
source=Vehlo - Intellectual Property Security Agreement (November 2020 Joinders)
[Executed]_WEIL_97728853_1#page3.tif
source=Vehlo - Intellectual Property Security Agreement (November 2020 Joinders)
[Executed]_WEIL_97728853_1#page4.tif
source=Vehlo - Intellectual Property Security Agreement (November 2020 Joinders)
[Executed]_WEIL_97728853_1#page5.tif
source=Vehlo - Intellectual Property Security Agreement (November 2020 Joinders)
[Executed]_WEIL_97728853_1#page6.tif
source=Vehlo - Intellectual Property Security Agreement (November 2020 Joinders)
[Executed]_WEIL_97728853_1#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 30, 2020, by and between the Grantors listed on the signature page hereto (each, a “**Grantor**” and, collectively, the “**Grantors**”) and **SILICON VALLEY BANK**, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”).

RECITALS

A. The Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Borrower (as defined below) and the Guarantors (the “**Loans**”) in the amounts and manner set forth in that certain Credit Agreement, dated as of September 9, 2019 (as amended by that certain First Amendment to Credit Agreement, dated as of February 4, 2020, that certain Second Amendment to Credit Agreement, dated as of February 14, 2020, that certain Third Amendment to Credit Agreement, dated as of June 18, 2020, and that certain Fourth Amendment to Credit Agreement, dated as of September 30, 2020 (the “**Fourth Amendment**”), the “**Credit Agreement**”), by and among **VEHLO INTERMEDIATE, LLC**, a Delaware limited liability company, **VEHLO PURCHASER, LLC**, a Delaware limited liability company (the “**Borrower**”), the several banks and other financial institutions or entities from time to time parties thereto (each a “**Lender**” and, collectively, the “**Lenders**”) and the Administrative Agent. Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below).

B. In consideration of the agreement by the Administrative Agent and Lenders to make the Loans to Borrower under the Fourth Amendment, each Grantor has entered into that certain Assumption Agreement in favor of the Administrative Agent, dated as of even date hereof (the “**Assumption Agreement**”), which supplements that certain Guarantee and Collateral Agreement, dated as of September 9, 2019, between, *inter alios*, the Borrower and the Administrative Agent (as the same may be amended, modified, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”).

C. Administrative Agent and Lenders made the Loans on the Fourth Amendment Effective Date (as defined in the Fourth Amendment) to Borrower, but only on the condition, among others, that, and pursuant to Section 13(a)(v) of the Fourth Amendment, each Grantor is required to enter into this Intellectual Property Security Agreement in order to grant to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure its obligations under the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, the Borrower and each other Grantor (including the Grantors party hereto) have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and such other Grantors’ right, title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and the Loan Documents, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, each Grantor grants and pledges to Administrative Agent a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, it is understood and agreed that the grant of security contemplated hereby does not extend to an asset of the type described in the last paragraph of Section 3.1 of the Guarantee and Collateral Agreement.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantors:

**PROTRACOTR SOFTWARE INC.
B & G TECHNOLOGIES, LLC
DEALERLOGIX LLC**

By: William Nix
Name: William Nix
Title: Vice President

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK,
As the Administrative Agent

By: 

Name: Jordan Samiljan

Title: Director

EXHIBIT A
COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

EXHIBIT B

PATENTS

Issued Patents


Title	Country	Patent No.	Owner/Assignee
VEHICLE INFORMATION COLLECTION SYSTEM AND MODULE THEREFOR	United States	10586292	B&G Technologies, LLC
VEHICLE INFORMATION COLLECTION SYSTEM AND MODULE THEREFOR	United States	8907816	B&G Technologies, LLC

Patent Applications

Title	Country	Application N.	Owner/Assignee
VEHICLE INFORMATION COLLECTION AND MODULE THEREFOR	United States	16/782678	B&G Technologies, LLC

EXHIBIT C
TRADEMARKS

Registered Trademarks

Trademark	Country	Registration Number	Owner Name
SERVICE LANE EADVISOR	United States	3949588	B&G TECHNOLOGIES, LLC
SERVICE LANE  eAdvisor	United States	3989009	B&G TECHNOLOGIES, LLC
DEALER LOGIX	United States	3403079	DEALERLOGIX LLC
PROTRACTOR	United States	3089084	PROTRACTOR SOFTWARE INC.

Pending Trademark Applications

None.