

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8146717

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CARVANA, LLC	09/01/2023
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION	
<b>Street Address:</b>	60 LIVINGSTON AVENUE, EP-MN-WS3C	
<b>City:</b>	SAINT PAUL	
<b>State/Country:</b>	MINNESOTA	
<b>Postal Code:</b>	55107	
<b>PROPERTY NUMBERS Total: 44</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	9922356	
Patent Number:	11222372	
Patent Number:	11412135	
Patent Number:	9998663	
Patent Number:	9412203	
Patent Number:	10423995	
Patent Number:	10284794	
Patent Number:	11095837	
Patent Number:	10126634	
Patent Number:	10939023	
Patent Number:	10063758	
Patent Number:	D833642	
Patent Number:	D866000	
Patent Number:	D933850	
Patent Number:	D945014	
Patent Number:	D948747	
Patent Number:	10094131	
Patent Number:	10465408	
Patent Number:	10472843	
Patent Number:	11131108	

PATENT

Property Type	Number
Patent Number:	11689635
Patent Number:	11616919
Patent Number:	11170066
Patent Number:	11720005
Patent Number:	11704708
Patent Number:	11727657
Application Number:	16711902
Application Number:	18210581
Application Number:	17319895
Application Number:	17883462
Application Number:	17692498
Application Number:	17438094
Application Number:	17604515
Application Number:	17145076
Application Number:	17227061
Application Number:	18071249
Application Number:	17604038
Application Number:	17151188
Application Number:	17616753
Application Number:	17515099
Application Number:	29828830
Application Number:	17321626
Application Number:	63434485
Application Number:	17521806

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 2136207848

**Email:** iprecordations@whitecase.com

**Correspondent Name:** JUSTINE LU/WHITE & CASE LLP

**Address Line 1:** 555 SOUTH FLOWER STREET, SUITE 2700

**Address Line 4:** LOS ANGELES, CALIFORNIA 90071

<b>ATTORNEY DOCKET NUMBER:</b>	1901701-0002-S216
<b>NAME OF SUBMITTER:</b>	JUSTINE LU
<b>SIGNATURE:</b>	/Justine Lu/
<b>DATE SIGNED:</b>	09/01/2023

**Total Attachments: 8**

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source=CVNA\_2028 Secured Notes - Patent Security Agreement (Sept-1-2023) (EXECUTED)#page5.tif  
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source=CVNA\_2028 Secured Notes - Patent Security Agreement (Sept-1-2023) (EXECUTED)#page7.tif  
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**PATENT SECURITY AGREEMENT**

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO COLLATERAL AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THAT CERTAIN (A) FIRST LIEN / SECOND LIEN INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 1, 2023, AMONG (I) ALLY BANK, A UTAH CHARTERED BANK, (II) ALLY FINANCIAL INC., A DELAWARE CORPORATION, (III) U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (“**US BANK**”), AS 2028 SECOND LIEN COLLATERAL AGENT, (IV) US BANK, AS 2030 SECOND LIEN COLLATERAL AGENT, (V) US BANK, AS 2031 SECOND LIEN COLLATERAL AGENT, AND (VI) THE OTHER PARTIES FROM TIME TO TIME PARTY THERETO (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**ALLY INTERCREDITOR AGREEMENT**”) AND (B) PARI PASSU INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 1, 2023, AMONG (I) US BANK, AS 2028 SECOND LIEN COLLATERAL AGENT, (II) US BANK, AS 2030 SECOND LIEN COLLATERAL AGENT, (III) US BANK, AS 2031 SECOND LIEN COLLATERAL AGENT, AND (IV) THE OTHER PARTIES FROM TIME TO TIME PARTY THERETO (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**PARI PASSU INTERCREDITOR AGREEMENT**” AND TOGETHER WITH THE ALLY INTERCREDITOR AGREEMENT AND ANY OTHER INTERCREDITOR AGREEMENT (AS DEFINED IN THE INDENTURE) ENTERED INTO FROM TIME TO TIME, THE “**SPECIFIED INTERCREDITOR AGREEMENTS**”). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SPECIFIED INTERCREDITOR AGREEMENTS AND THIS AGREEMENT, THE TERMS OF THE SPECIFIED INTERCREDITOR AGREEMENTS SHALL CONTROL TO THE EXTENT SET FORTH THEREIN.

This **PATENT SECURITY AGREEMENT** dated as of September 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entity identified as a grantor on the signature pages hereto (the “**Grantor**”) in favor of U.S. Bank Trust Company, National Association (“**U.S. Bank**”), as Secured Notes Collateral Agent (in such capacity, and together with its permitted successors and permitted assigns in such capacity, “**Collateral Agent**”) for the benefit of Collateral Agent, Trustee and Holders (collectively, together with their respective permitted successors and permitted assigns, the “**Secured Parties**”).

**WHEREAS**, Carvana Co., a Delaware corporation (“**Issuer**”), and certain other grantors are party to that certain Security Agreement dated as of September 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between the Grantor and the other grantors party thereto and Collateral Agent, pursuant to which the Grantor granted a security interest to Collateral Agent in the Patent Collateral and are required to execute and deliver this Agreement.

**WHEREAS**, Issuer, the other Guarantors party thereto from time to time, U.S. Bank, as Trustee and Collateral Agent, have entered into that certain Indenture dated as of September 1, 2023 (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Indenture**”), pursuant to which Issuer has issued its 9.0% / 12.0% Cash / PIK Senior Secured Notes due 2028.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with Collateral Agent 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 or, if not defined therein, the Indenture.

## SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Note Obligations, the Grantor hereby pledges to Collateral Agent, for the benefit of the Secured Parties, and hereby grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (in each case, other than Excluded Assets) now owned or at any time hereafter owned or acquired by the Grantor or in which the Grantor now has or at any time hereafter owned or acquired by the Grantor or in which the Grantor now has or at any time in the future may own or acquire any right, title, or interest (collectively, the “**Patent Collateral**”):

(i) all patents and patent applications of the United States of America in or to which the Grantor now or hereafter owns or acquires any right, title or interest, all registrations and recordings thereof, including registrations, recordings and pending applications in the USPTO including any of the foregoing listed in Schedule A; and

(ii) all reissues, continuations, divisionals, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, including any of the foregoing listed in Schedule A.

## SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the Security Interest granted to Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Patent 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. For the avoidance of doubt, Sections 6.05 (*Counterparts, Effectiveness, Electronic Signatures, etc.*), 6.06 (*Severability*), 6.10 (*Termination, Release and Subordination*) and 6.17 (*Intercreditor Agreements*) of the Security Agreement are incorporated by reference herein as if fully set forth herein, *mutatis mutandis*. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

## SECTION 4. GOVERNING LAW

THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


**GRANTOR:**

**CARVANA, LLC**

By: Paul Breaux  
Name: Paul Breaux  
Title: Vice President

**COLLATERAL AGENT:**

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION**

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

Name: Brandon Bonfig

Title: Vice President



**SCHEDULE A**  
to  
**PATENT SECURITY AGREEMENT**

**PATENTS AND PATENT APPLICATIONS**

<b>Title</b>	<b>Application Number</b>	<b>Application Filing Date</b>	<b>Patent Number</b>	<b>Date Granted</b>	<b>Country</b>	<b>Current Owner</b>
Methods and Systems for Online Transactions	14/161,212	01/22/2014	9,922,356	03/20/2018	United States	Carvana, LLC
Methods and Systems for Online Transactions	15/924,084	03/16/2018	11,222,372	01/11/2022	United States	Carvana, LLC
Bowl-Shaped Photographic Stage	16/210,304	12/05/2018	11,412,135	08/09/2022	United States	Carvana, LLC
Surround Image Capture and Processing	14/947,842	11/20/2015	9,998,663	06/12/2018	United States	Carvana, LLC
Systems and Methods for Generating Virtual Item Displays	14/161,254	01/22/2014	9,412,203	08/09/2016	United States	Carvana, LLC
Systems and Methods for Generating Virtual Item Displays	15/228,027	08/04/2016	10,423,995	09/24/2019	United States	Carvana, LLC
Three-Dimensional Stabilized 360-Degree Composite Image Capture	15/711,055	09/21/2017	10,284,794	05/07/2019	United States	Carvana, LLC <sup>1</sup>
Three-Dimensional Stabilized 360-Degree Composite Image Capture	16/404,335	05/06/2019	11,095,837	08/17/2021	United States	Carvana, LLC
Variable Radius Camera Mount	15/553,887	08/25/2017	10,126,634	11/13/2018	United States	Carvana, LLC
Vehicle Photographic Chamber	15/834,374	12/07/2017	10,939,023	03/02/2021	United States	Carvana, LLC
Vehicle Photographic Tunnel	14/875,115	10/05/2015	10,063,758	08/28/2018	United States	Carvana, LLC
Vehicle Vending Building	29/575,629	08/26/2016	D833,642	11/13/2018	United States	Carvana, LLC
Vehicle Vending Building	29/669,611	11/09/2018	D866,000	11/05/2019	United States	Carvana, LLC
Vehicle Vending Building	29/779,122	04/16/2021	D933,850	10/19/2021	United States	Carvana, LLC
Vehicle Vending Building	29/708,958	10/10/2019	D945,014	03/01/2022	United States	Carvana, LLC
Vehicle Vending Building	29/678,133	01/25/2019	D948,747	04/12/2022	United States	Carvana, LLC

<sup>1</sup> Assignment documents from Car360, Inc. to Carvana, LLC are in the process of being filed with the US Patent and Trademark Office.

Title	Application Number	Application Filing Date	Patent Number	Date Granted	Country	Current Owner
Vehicle Vending Machine	15/691,305	08/30/2017	10,094,131	10/09/2018	United States	Carvana, LLC
Vehicle Vending Machine	16/257,863	01/25/2019	10,465,408	11/05/2019	United States	Carvana, LLC
Vehicle Vending Machine	16/153,046	10/05/2018	10,472,843	11/12/2019	United States	Carvana, LLC
Vehicle Vending Machine	16/598,520	10/10/2019	11,131,108	09/28/2021	United States	Carvana, LLC
Systems and Methods for a Cross-Site Opt-In Network	17/534,016	11/23/2021	11,689,635	6/27/2023	United States	Carvana, LLC
Three-Dimensional Stabilized 360-Degree Composite Image Capture	17/403,064	08/16/2021	11,616,919	03/28/2023	United States	Carvana, LLC
Systems and Methods for Personalization of Digital Displayed Media	16/411,996	05/14/2019	11,170,066	11/09/2021	United States	Carvana, LLC
[Redacted] <sup>2</sup>	16/711,902				United States	Carvana, LLC
[Redacted] <sup>3</sup>	18/210,581				United States	Carvana, LLC
Methods And Systems For Online Transactions	17/319,895	05/13/2021			United States	Carvana, LLC
Bowl-Shaped Photographic Stage	17/883,462	08/08/2022			United States	Carvana, LLC
Camera Mount For Vehicle Photographic Chambers	17/432,459	08/19/2021	11,720,005	8/8/2023	United States	Carvana, LLC
Mobile Photobooth	17/692,498	03/11/2022			United States	Carvana, LLC
Ovoid Vehicle Photographic Booth	17/438,094	09/10/2021			United States	Carvana, LLC
Photographic Paddle And Process Of Use Thereof	17/604,515	10/18/2021			United States	Carvana, LLC
Systems And Methods For Generating A Virtual Display Of An Item	17/145,076	01/08/2021			United States	Carvana, LLC
Systems And Methods For Generating Virtual Item Displays	16/569,826	09/13/2019	11,704,708	7/18/2023	United States	Carvana, LLC
Systems And Methods For Rendering A Portion Of A 3d Display	17/227,006	04/09/2021	11,727,657	8/15/2023	United States	Carvana, LLC

<sup>2</sup> Not available in Public Records.

<sup>3</sup> Not available in Public Records.

Title	Application Number	Application Filing Date	Patent Number	Date Granted	Country	Current Owner
Systems and Methods for Rotating a 3d Display	17/227,061	04/09/2021			United States	Carvana, LLC
Systems and Methods for Rotating an Augmented Reality Display	18/071,249	11/29/2022			United States	Carvana, LLC
Vehicle Photographic and Inspection Booth	17/604,038	10/15/2021			United States	Carvana, LLC
Vehicle Photographic Chamber	17/151,188	01/17/2021			United States	Carvana, LLC
Vehicle Photographic System for Identification of Surface Imperfections	17/616,753	12/06/2021			United States	Carvana, LLC
Systems and Methods for Displaying Search Results	17/515,099	10/29/2021			United States	Carvana, LLC
[Redacted] <sup>4</sup>	29/828,830				United States	Carvana, LLC
Vehicle Vending Machine	17/321,626	05/17/2021			United States	Carvana, LLC
[Redacted] <sup>5</sup>	63/434,485				United States	Carvana, LLC
Systems and Methods for Personalization for Digital Displayed Media	17/521,806	11/08/2021			United States	Carvana, LLC

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<sup>4</sup> Not available in Public Records.

<sup>5</sup> Not available in Public Records.