Н \$1990.00 516

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM480241

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEARS DESTINATION SERVICES, INC.		03/29/2018	Corporation: FLORIDA
CITY CAB COMPANY OF ORLANDO, LLC		03/29/2018	Limited Liability Company: FLORIDA
MEARS GLOBAL CHAUFFEURED SERVICES, INC.		03/29/2018	Corporation: FLORIDA
GMM2 LLC		03/29/2018	Limited Liability Company: DELAWARE
MEARS TRANSPORTATION GROUP, LLC		03/29/2018	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn, Floor L2
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Corporation: ILLINOIS

PROPERTY NUMBERS Total: 79

5168652	
5168625	
5059098	MEARS GLOBAL
5054684	MEARS
5014956	MEARS GLOBAL
4903172	
4903173	
4903171	
4903169	
5219017	GO GETTER
4810462	MEARS RIDE
5 5 4 4 4 4	6059098 6054684 6014956 -903172 -903173 -903171 -903169 6219017

TRADEMARK REEL: 006369 FRAME: 0787

900456720

Property Type	Number	Word Mark	
Registration Number:	4810450	MEARS RIDE	
Registration Number:	4757830	MEARS TAXI	
Registration Number:	4757831	MEARS TAXI	
Registration Number:	4770662		
Registration Number:	4554953		
Registration Number:	4536195	CHECKER CAB	
Registration Number:	4462820		
Registration Number:	4443902	YELLOW CAB CO.	
Registration Number:	4461565		
Registration Number:	4461472		
Registration Number:	4465145		
Registration Number:	4469368		
Registration Number:	4465129		
Registration Number:	4425130		
Registration Number:	4413491		
Registration Number:	4413492		
Registration Number:	4370977	CITY CAB	
Registration Number:	4270939	MEARS MOTOR COACH M	
Registration Number:	4256214	MEARS GLOBAL CHAUFFEURED SERVICES M	
Registration Number:	3968419	MEARS LUXURY LIMOUSINES	
Registration Number:	3703741		
Registration Number:	3703742		
Registration Number:	3707118		
Registration Number:	3707119		
Registration Number:	3655580	M	
Registration Number:	3652245	M	
Registration Number:	3621785	MEARS TRANSPORTATION GROUP	
Registration Number:	3611305	MEARS	
Registration Number:	3621783	MEARS	
Registration Number:	3621784	MEARS TRANSPORTATION GROUP	
Registration Number:	3590230	M	
Registration Number:	3590231	M	
Registration Number:	3614714	MEARS MOTOR SHUTTLE	
Registration Number:	3618238	MEARS MOTOR SHUTTLE	
Registration Number:	3618239	MEARS MOTOR SHUTTLE	
Registration Number:	4137293	CITY CAB	
Registration Number:	4156113	CHECKER CAB	
Registration Number:	3546148	YELLOW CAB CO.	

Property Type	Number	Word Mark	
Registration Number:	4159480	CHECKER CAB	
Registration Number:	4130110	CITY CAB	
Registration Number:	4140584	CHECKER CAB	
Registration Number:	3546147	YELLOW CAB CO	
Registration Number:	4007902	CITY CAB	
Registration Number:	3475687		
Registration Number:	3475688		
Registration Number:	3052686	MEARS DESTINATION SERVICES	
Registration Number:	2290710	MEARS TRANSPORTATION GROUP	
Registration Number:	2320432	MEARS MOTOR COACHES	
Registration Number:	2320433	MEARS MOTOR COACHES	
Registration Number:	2320434	MEARS MOTOR SHUTTLE	
Registration Number:	2320438	MEARS MOTOR COACHES	
Registration Number:	2290711	MEARS	
Registration Number:	2348113	М	
Registration Number:	2290706		
Registration Number:	2325394		
Registration Number:	2290709		
Registration Number:	2323141		
Serial Number:	87518012	MEARS SHUTTLE	
Serial Number:	87517722	MEARS COACH	
Serial Number:	87517914	MEARS SHUTTLE	
Serial Number:	87517668	MEARS COACH	
Serial Number:	87594066	WERIDE	
Serial Number:	87260782	DRIVE A MILE FEED A CHILD	
Serial Number:	86870046	GET ME	
Serial Number:	86770544	WHATSYOURSOS	
Serial Number:	86770511	GET ME	
Serial Number:	86764684	#WHATSYOURSOS	
Serial Number:	86764645	SOMETHING OR SOMEWHERE	

CORRESPONDENCE DATA

Fax Number: 6785532413

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.

6785532283 Phone: stonel@gtlaw.com Email:

Correspondent Name: Lorrin Stone

Address Line 1: 3333 Piedmont Road, NE Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER:	Lorrin Stone	
SIGNATURE:	/Lorrin Stone/	
DATE SIGNED:	07/02/2018	
Total Attachments: 15		
source=04. MEARS - TRADEMARK SE	CURITY AGREEMENT#page1.tif	
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made as of March 29, 2018, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "<u>Grantors</u>" and each, individually, "<u>Grantor</u>"), and JPMORGAN CHASE BANK, N.A. (the "<u>Lender</u>") under the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among GMM1 LLC, a Delaware limited liability company ("Holdings"), GMM2 LLC, a Delaware limited liability company (the "Borrower"), the Subsidiaries of Holdings from time to time party, and Lender, Lender has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to Lender that certain Pledge and Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
- 2. <u>Grant of Security Interest</u>. Each Grantor hereby unconditionally grants to Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "<u>Security Interest</u>") in all of such Grantor's right, title, and interest in and to all of the following, whether now owned or hereafter acquired or arising (collectively, the "<u>Trademark Collateral</u>"), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations:
 - (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each

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trademark listed on <u>Schedule 1</u> attached hereto), together with (i) all renewals of the foregoing, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (iv) all rights corresponding to any of the foregoing throughout the world;

- (b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;
- (c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and
 - (d) all products and proceeds of any of the foregoing.
- 3. <u>Security for Secured Obligations</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 4. <u>Termination</u>. This Trademark Security Agreement shall remain in effect until termination of the Security Agreement in accordance with <u>Section 7.14</u> thereof.
- Miscellaneous. This Security Interest is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule I is incorporated herein by reference for all purposes. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS. This Trademark Security Agreement shall be binding upon each Grantor, and the trustees, receivers, successors and assigns of any Grantor, including all successors in interest of any Grantor in and to all or any part of the Trademark Collateral, and shall benefit Lender and its successors and permitted assigns. If any provision of this Trademark Security Agreement is held

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to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected thereby, and this Trademark Security Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Trademark Security Agreement may be amended or modified only with the written consent of each party hereto. So long as no Event of Default has occurred and is continuing, without the prior written consent of each Grantor, Lender may not assign this Trademark Security Agreement or its rights and obligations hereunder other than in connection with, and to the same assignee pursuant to an assignment of its rights and obligations under the Credit Agreement, pursuant to the terms thereof.

- 6. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. The section headings appearing in this Trademark Security Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Trademark Security Agreement.
- Construction. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

[Continued on following page.]

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

GMM2 LLC

Name: John Castle

Title: Chief Financial Officer

MEARS DESTINATION SERVICES, INC.

Name: John Castle

Title: Chief Financial Officer

CITY CAB COMPANY OF ORLANDO, LLC

Dy.

Namé: John Castle

Title: Chief Financial Officer

MEARS GLOBAL CHAUFFEURED SERVICES,

INC.

Name: John Castle

Title: Chief Financial Officer

MEARS TRANSPORTATION GROUP, LLC

Name: John Castle

Title: Chief Financial Officer

[MEARS—TRADEMARK SECURITY AGREEMENT]

LENDER:

JPMORGAN CHASE BANK, N.A.

Name: Eric Sebille

Title: Authorized Officer

[MEARS—TRADEMARK SECURITY AGREEMENT]

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Grantor	Trademark	Registration Date	Registration Number	Jurisdiction
MEARS DESTINATION SERVICES, INC.		21-Mar-17	5168652	Florida
MEARS DESTINATION SERVICES, INC.		21-Mar-17	5168625	Florida
MEARS GLOBAL CHAUFFEURED SERVICES, INC.	MEARS	11-Oct-16	5059098	Florida
CITY CAB COMPANY OF ORLANDO, LLC	MEARS	4-Oct-16	5054684	Florida
MEARS GLOBAL CHAUFFEURED SERVICES, INC.	MEARS GLOBAL	2-Aug-16	5014956	Florida
CITY CAB COMPANY OF ORLANDO, LLC		16-Feb-16	4903172	Florida

CITY CAB COMPANY OF ORLANDO, LLC		16-Feb-16	4903173	Florida
CITY CAB COMPANY OF ORLANDO, LLC		16-Feb-16	4903171	Florida
CITY CAB COMPANY OF ORLANDO, LLC		16-Feb-16	4903169	Florida
GMM2 LLC	Go Getter	6-Jun-17	5219017	Texas
CITY CAB COMPANY OF ORLANDO, LLC	MEARS RIDE	8-Sep-15	4810462	Florida
CITY CAB COMPANY OF ORLANDO, LLC	MEARS RIDE	8-Sep-15	4810450	Florida
CITY CAB COMPANY OF ORLANDO, LLC	MEARS TAXI	16-Jun-15	4757830	Florida
CITY CAB COMPANY OF ORLANDO, LLC	MEARSTAXI	16-Jun-15	4757831	Florida
CITY CAB COMPANY OF ORLANDO, LLC		7-Jul-15	4770662	Florida
CITY CAB COMPANY OF ORLANDO, LLC		24-Jun-14	4554953	Florida

CITY CAB COMPANY OF		27-May-14	4536195	Florida
ORLANDO, LLC CITY CAB		7-Jan-14	4462820	Florida
COMPANY OF ORLANDO, LLC	in Million.	/ "3 GH-1"Y	4402020	Fiorida
CITY CAB COMPANY OF ORLANDO, LLC		3-Dec-13	4443902	Florida
CITY CAB COMPANY OF ORLANDO, LLC		7-Jan-14	4461565	Florida
CITY CAB COMPANY OF ORLANDO, LLC		7-Jan-14	4461472	Florida
CITY CAB COMPANY OF ORLANDO, LLC		14-Jan-14	4465145	Florida
CITY CAB COMPANY OF ORLANDO, LLC		21-Jan-14	4469368	Florida
CITY CAB COMPANY OF ORLANDO, LLC		14-Jan-14	4465129	Florida
MEARS DESTINATION SERVICES, INC.		29-Oct-13	4425130	Florida

MEARS DESTINATION		8-Oct-13	4413491	Florida
SERVICES, INC.				
MEARS DESTINATION SERVICES, INC.		8-Oct-13	4413492	Florida
CITY CAB COMPANY OF ORLANDO, LLC		23-Jul-13	4370977	Florida
MEARS DESTINATION SERVICES, INC		8-Jan-13	4270939	Florida
MEARS GLOBAL CHAUFFEURED SERVICES, INC.	MEARS LL GLOBAL	11-Dec-12	4256214	Florida
MEARS DESTINATION SERVICES, INC.	MEARS LUXURY LIMOUSINES	31-May-11	3968419	Florida
CITY CAB COMPANY OF ORLANDO, LLC		27-Oct-09	3703741	Florida
CITY CAB COMPANY OF ORLANDO, LLC		27-Oct-09	3703742	Florida
CITY CAB COMPANY OF ORLANDO, LLC		3-Nov-09	3707118	Florida
CITY CAB COMPANY OF ORLANDO, LLC		3-Nov-09	3707119	Florida

MEARS DESTINATION SERVICES, INC.		14-Jul-09	3655580	Florida
MEARS DESTINATION SERVICES, INC.		7-Jul-09	3652245	Florida
MEARS TRANSPORTATION GROUP, LLC	MEARS TRANSPORTATION GROUP	19-May-09	3621785	Florida
MEARS DESTINATION SERVICES, INC. MEARS TRANSPORTATION GROUP, LLC	MEARS	28-Apr-09	3611305	Florida
MEARS DESTINATION SERVICES, INC. MEARS TRANSPORTATION GROUP, LLC	MEARS	19-May-09	3621783	Florida
MEARS TRANSPORTATION GROUP, LLC	MEARS TRANSPORTATION GROUP	19-May-09	3621784	Florida
MEARS DESTINATION SERVICES, INC.	ti i	17-Mar-09	3590230	Florida
MEARS DESTINATION SERVICES, INC.		17-Mar-09	3590231	Florida
MEARS DESTINATION SERVICES, INC.	SIRES ROTGE SERVILLE	5-May-09	3614714	Florida
MEARS DESTINATION SERVICES, INC.		12-May-09	3618238	Florida

MEARS DESTINATION SERVICES, INC.	311111111111111111111111111111111111111	12-May-09	3618239	Florida
CITY CAB COMPANY OF ORLANDO, LLC		8-May-12	4137293	Florida
CITY CAB COMPANY OF ORLANDO, LLC		12-Jun-12	4156113	Florida
CITY CAB COMPANY OF ORLANDO, LLC		16-Dec-08	3546148	Florida
CITY CAB COMPANY OF ORLANDO, LLC		19-Jun-12	4159480	Florida
CITY CAB COMPANY OF ORLANDO, LLC		24-Apr-12	4130110	Florida
CITY CAB COMPANY OF ORLANDO, LLC		15-May-12	4140584	Florida
CITY CAB COMPANY OF ORLANDO, LLC		16-Dec-08	3546147	Florida
CITY CAB COMPANY OF ORLANDO, LLC	City Cab	9-Aug-11	4007902	Florida
MEARS DESTINATION SERVICES, INC.		29-Jul-08	3475687	Florida
MEARS DESTINATION SERVICES, INC.		29-Jul-08	3475688	Florida
MEARS DESTINATION SERVICES, INC.	MEARS DESTINATION SERVICES	31-Jan-06	3052686	Florida

MEARS TRANSPORTATION GROUP, LLC	MEARS TRANSPORTATION GROUP	2-Nov-99	2290710	Florida
MEARS DESTINATION SERVICES, INC.		22-Feb-00	2320432	Florida
MEARS DESTINATION SERVICES, INC.		22-Feb-00	2320433	Florida
MEARS DESTINATION SERVICES, INC.		22-Feb-00	2320434	Florida
MEARS DESTINATION SERVICES, INC.		22-Feb-00	2320438	Florida
MEARS DESTINATION SERVICES, INC.	MEARS	2-Nov-99	2290711	Florida
MEARS DESTINATION SERVICES, INC.		9-May-00	2348113	Florida
MEARS DESTINATION SERVICES, INC.		2-Nov-99	2290706	Florida
MEARS DESTINATION SERVICES, INC.		7-Mar-00	2325394	Florida
MEARS DESTINATION SERVICES, INC.		2-Nov-99	2290709	Florida

MEARS TRANSPORTATION GROUP, LLC		29-Feb-00	2323141	Florida
CITY CAB COMPANY OF ORLANDO, LLC	YELLOW CAB CO.	25-Apr-13	T13000000441	Florida
CITY CAB COMPANY OF ORLANDO, LLC	Design Only	15-Apr-13	T13000000406	Florida
CITY CAB COMPANY OF ORLANDO, LLC	Design Only	10-Apr-13	T13000000382	Florida
MEARS DESTINATION SERVICES, INC.	M	18-Jun-08	T08000000727	Florida
MEARS DESTINATION SERVICES, INC.	M	18-Jun-08	T08000000728	Florida
MEARS DESTINATIONAL SERVICES, INC.	MEARS	14-Apr-08	T08000000458	Florida
MEARS TRANSPORTATION GROUP, LLC	MEARS TRANSPORTATION GROUP	14-Apr-08	T08000000460	Florida
MEARS DESTINATION SERVICES, INC.	MEARS	14-Apr-08	T08000000459	Florida
MEARS DESTINATION SERVICES, INC.	Design Only	22-Feb-08	T08000000225	Florida
MEARS DESTINATION SERVICES, INC.	Design Only	22-Feb-08	T08000000224	Florida
MEARS DESTINATION SERVICES, INC.	Design Only	1-Jun-98	T98000000620	Florida
MEARS DESTINATION SERVICES, INC.	Design Only	1-Jun-98	T98000000621	Florida
MEARS TRANSPORTATION GROUP, LLC	Design Only	1-Jun-98	T98000000627	Florida
MEARS DESTINATION	MEARS	1-Jun-98	T98000000630	Florida

SERVICES, INC.				
MEARS DESTINATION SERVICES, INC.	M	1-Jun-98	T98000000628	Florida
MEARS TRANSPORTATION GROUP, LLC	MEARS TRANSPORTATION GROUP	1-Jun-98	T98000000629	Florida
MEARS DESTINATION SERVICES, INC.	MEARS MOTOR SHUTTLE	1-Jun-98	T98000000615	Florida
MEARS DESTINATION SERVICES, INC.	MEARS MOTOR COACHES	1-Jun-98	T98000000616	Florida

TRADEMARK APPLICATIONS

Grantor	Trademark Application	Application Filing Date	Application Serial Number	Jurisdiction
MEARS DESTINATION SERVICES, INC.	MEARS SHUTTLE	6-Jul-17	87518012	Florida
MEARS DESTINATION SERVICES, INC.	MEARSCOACH	6-Jul-17	87517722	Florida
MEARS DESTINATION SERVICES, INC.	MEARSSHUTTLE	6-Jul-17	87517914	Florida
MEARS DESTINATION SERVICES, INC.	MEARS COACH	6-Jul-17	87517668	Florida
MEARS DESTINATION SERVICES, INC.	WeRide	1-Sep-17	87594066	Florida
GMM2 LLC	Drive a mile feed a child	7-Dec-16	87260782	Texas
GMM2 LLC	GET ME	8-Jan-16	86870046	Texas

GMM2 LLC	whatsyoursos	28-Sep-15	86770544	Texas
GMM2 LLC	GET ME	28-Sep-15	86770511	Texas
GMM2 LLC	#whatsyoursos	22-Sep-15	86764684	Техаѕ
GMM2 LLC	something or somewhere	22-Sep-15	86764645	Texas

RECORDED: 07/02/2018