

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clover Technologies Group, LLC		11/28/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2695879	SERVICE TODAY	
Registration Number:	2235165	PARTS NOW!	
Registration Number:	4271104	MAX-LIFE	
Serial Number:	87481608	E ECLIPSE	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	Blank Rome LLP, One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	112397-01006		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	12/10/2019		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 28, 2019, is made by the entity listed on the signature pages hereof (“**Grantor**”), in favor of Wilmington Savings Fund Society, FSB (“**WSFS**”), as successor administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) to Bank of America, N.A. (“**Bank of America**”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 8, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Clover Technologies Group, LLC and 4L Technologies Inc. (collectively, the “**Borrowers**”), Clover Technologies Group, LLC, as the Borrower Representative, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and WSFS as successor administrative agent (in such capacity, the “**Agent**”) to Bank of America, for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. *Defined Terms.* Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. *Grant of Security Interest in Trademark Collateral.* The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (to the extent not constituting Excluded Property) of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks (to the extent not constituting Excluded Property), including, without limitation, those U.S. federal Trademark registrations and applications referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. *Guaranty and Security Agreement.* The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 between the Guaranty and Security Agreement and this Trademark Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. *Grantor Remains Liable.* The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. *Counterparts.* This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. *Governing Law.* This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

CLOVER TECHNOLOGIES GROUP,
LLC,
as Grantor

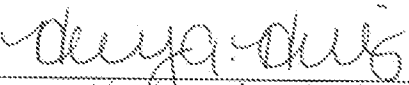
By: Richard X. Fischer
Name: Richard X. Fischer
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006812 FRAME: 0459

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON SAVINGS FUND
SOCIETY, FSB,
as Agent

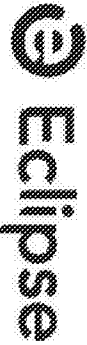
By: 
Name: Haley A. HARRIS
Title: TRUST OFFICER

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 006812 FRAME: 0460

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

Trademark	Database	Application/Registration No.	Filing/Registration Date	Status	Registrant
Service Today	U.S. Federal	2,695,879	3/11/2003	Registered	Clover Technologies Group, LLC
Parts Now!	U.S. Federal	2,235,165	3/23/1999	Registered	Clover Technologies Group, LLC
Max-Life	U.S. Federal	4,271,104	1/8/2013	Registered	Clover Technologies Group, LLC
ECLIPSE & Design 	U.S. Federal	87481608	06/08/2017	Pending (Intent to Use)	Clover Technologies Group, LLC