

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600953

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Motor Dealer Services Group, LLC		10/02/2020	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC		
Street Address:	40 West 57th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2606894	MAXXGARD	
Registration Number:	2973820	ROADSENTRY	
Registration Number:	4117981	ROADSENTRY ULTIMATE	
Registration Number:	4111544	ROADSENTRY COMPLETE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	050485-0147		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	10/02/2020		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of **October 2, 2020** (the “**Effective Date**”) between the signatories hereto (each a “**Grantor**”) in favor of **HPS INVESTMENT PARTNERS, LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of October 2, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among each Grantor and the Collateral Agent;

WHEREAS, initially capitalized terms used but not defined in this Agreement have their respective meanings as defined in the Pledge and Security Agreement; and

WHEREAS, under the terms of the Pledge and Security Agreement, each Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) (i) The United States registered trademarks and service marks and applications therefor referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the United States Copyright Office, United States Patent and Trademark Office, and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

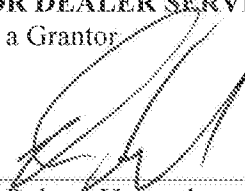
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern, as applicable.

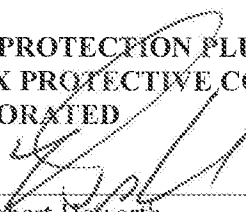
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N WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**ROYAL GUARD, L.L.C.
PREVENT-A-THEFT GROUP NEVADA, LLC
MOTOR DEALER SERVICES GROUP, LLC,**
each as a Grantor.

By: 
Name: Robert Howarth
Title: Chief Financial Officer

**C.A.R.S. PROTECTION PLUS, INC.
CAL-TEX PROTECTIVE COATINGS,
INCORPORATED**

By: 
Name: Robert Howarth
Title: Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007067 FRAME: 0909**


HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent

By: 
Name: Jake Blair
Title: Managing Director

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations

<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Cal-Tex Protective Coatings, Incorporated	PARTNERS IN PROFIT	2766435	September 23, 2003
Cal-Tex Protective Coatings, Incorporated	RESISTALL	2766484	September 23, 2003
Cal-Tex Protective Coatings, Incorporated	SHADOWMARK	3379061	February 5, 2008
Cal-Tex Protective Coatings, Incorporated	V POINTS	3533454	November 18, 2008
Cal-Tex Protective Coatings, Incorporated	ATP	3516362	October 14, 2008
Cal-Tex Protective Coatings, Incorporated	RESISTALL	4334610	May 14, 2013
Cal-Tex Protective Coatings, Inc.	NG2	4577268	July 29, 2014
Cal-Tex Protective Coatings, Inc.	RESISTALL	4923863	March 22, 2016
Cal-Tex Protective Coatings, Inc.	RIDE HARD...PLAY HARD...CLEAN UP EASY	5161755	March 14, 2017
Cal-Tex Protective Coatings, Inc.	CALTEX	5306993	October 10, 2017
Cal-Tex Protective Coatings, Inc.	"Design Only"	5134301	January 31, 2017
Cal-Tex Protective Coatings, Inc.	RESISTALL DRX	5926833	December 3, 2019
Cal-Tex Protective Coatings, Inc.	EZSHINE	5064383	October 18, 2016
Cal-Tex Protective Coatings, Inc.	NEW SOLUTIONZ	5668456	February 5, 2019
Cal-Tex Protective Coatings, Inc.	"Design Only"	5665192	January 29, 2019
Cal-Tex Protective Coatings, Incorporated	CARECRAFT	1523085	February 7, 1989
Royal Guard, L.L.C.	ROYAL GUARD	3,593,082	March 17, 2009
Prevent-a-Theft Group Nevada, LLC	Magic Trak	3,729,008	December 22, 2009
Prevent-a-Theft Group Nevada, LLC	Prevent-A-Theft	2,241,357	April 20, 1999

Prevent-a-Theft Group Nevada, LLC	IDENTICODE	3,179,895	December 5, 2006
Motor Dealer Services Group, LLC	Maxxgard	2,606,894	August 13, 2002
Motor Dealer Services Group, LLC	Roadsentry	2,973,820	July 19, 2005
Motor Dealer Services Group, LLC	Roadsentry Ultimate	4,117,981	March 27, 2012
Motor Dealer Services Group, LLC	Roadsentry Complete	4,111,544	March 13, 2012
C.A.R.S. Protection Plus, Inc.	CARS PROTECTION PLUS 	4037831	October 11, 2011

United States Trademark Applications

None.