

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademark Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citizens Bank, N.A.		06/30/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Collateral Agent		
Street Address:	787 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: FRANCE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87794188	ALWAYS SETTLE FOR BETTER	
Serial Number:	86814634	FLEETACCESS	
Serial Number:	87794195	IMAGINE THAT	
Serial Number:	85948935	TOTALVIEW	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	330 N Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049018-0160 HP		
NAME OF SUBMITTER:	Heather Poitras		
SIGNATURE:	/hp/		
DATE SIGNED:	06/30/2021		
Total Attachments: 5			

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

ASSIGNMENT OF SECURITY INTEREST IN COLLATERAL (this "Assignment") dated as of June 30, 2021, from CITIZENS BANK, N.A., as the collateral agent for the Secured Creditors (as defined in the Security Agreement) (in such capacity, the "Retiring Agent") to BNP PARIBAS, as the successor collateral agent for the Secured Creditors (in such capacity, together with its successors and assigns, the "Successor Agent").

WITNESSETH

WHEREAS, MERCHANTS AUTOMOTIVE GROUP, INC., a New Hampshire corporation (the "Grantor"), the Retiring Agent, and other parties entered into that certain Third Amended and Restated Security Agreement, dated as of May 9, 2018 (as the same may be amended, restated, amended and restated, supplemented, the "Security Agreement"), pursuant to which the Grantor granted to the Retiring Agent, for the benefit of the Secured Creditors, a continuing security interest in, and a right to set off against, any and all right, title and interest of the Grantor in and to the following (the "Collateral"): (i) any and all of the Grantor's trademarks listed on Schedule A hereto; (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions or other violations thereof, (iv) the right to sue for past, present and future infringements, dilution or other violations thereof, (v) the goodwill of the Grantor's business symbolized by the foregoing and connected therewith and (vi) all of the Grantor's rights corresponding to the foregoing throughout the world;

WHEREAS, the Grantor executed and the Retiring Agent accepted and acknowledged that certain Confirmatory Grant of Security Interest in United States Trademarks ("Trademark Security Agreement") that was recorded in the United States Patent and Trademark Office on May 14, 2018 at Reel/Frame No. 6374/0055; and

WHEREAS, the Retiring Agent has assigned all of its rights, powers, and privileges as Collateral Agent under the Security Agreement and the Trademark Security Agreement to the Successor Agent, in each case, strictly on an "AS IS AND WHERE IS" BASIS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESSED OR IMPLIED) OF ANY KIND MADE BY THE RETIRING AGENT OR ANY PERSON ACTING FOR OR ON BEHALF OF THE RETIRING AGENT AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST THE RETIRING AGENT OR ANY PERSON ACTING FOR OR ON BEHALF OF THE RETIRING AGENT.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Retiring Agent hereby acknowledges and agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Assignment, have the meanings provided or provided by reference in the Security Agreement.

2. Assignment of Security Interest. The Retiring Agent hereby assigns all of its rights, powers, and privileges under the Security Agreement, including those with respect to the Collateral, to the Successor Agent, strictly on an "AS IS AND WHERE IS" BASIS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESSED OR IMPLIED) OF ANY KIND MADE BY THE RETIRING AGENT OR ANY PERSON ACTING FOR OR ON BEHALF OF THE RETIRING AGENT AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST THE RETIRING

AGENT OR ANY PERSON ACTING FOR OR ON BEHALF OF THE RETIRING AGENT.

3. Further Assurances. The Retiring Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

4. Recordation. The Retiring Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer or relevant governmental authority record this Assignment.

5. Execution in Counterparts. This Assignment may be executed in any number of 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.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment by its duly authorized officer as of the date first written above.

RETIRING AGENT:

CITIZENS BANK, N.A.

By: 

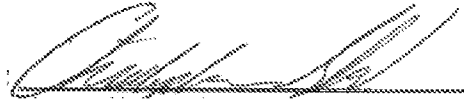
Name: Marc J. Lubelczyk

Title: Senior Vice President

Accepted and Agreed:

SUCCESSOR AGENT:

BNP PARIBAS

By: 

Name: Christopher Sked
Title: Managing Director

By: 

Name: Nicolas Doche
Title: Vice President

Schedule A

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Status	Owner
ALWAYS SETTLE FOR BETTER	87/794188	2/12/2018	N/A	N/A	Pending	Merchants Automotive Group, Inc. Hooksett, NH
FLEETACCESS	86/814634	11/10/2015	5148974	2/28/2017	Registered	Merchants Automotive Group, Inc. Hooksett, NH
IMAGINE THAT	87/794195	2/12/2018	N/A	N/A	Pending	Merchants Automotive Group, Inc. Hooksett, NH
TOTALVIEW	85/948935	6/3/2013	4732133	5/5/2015	Registered	Merchants Automotive Group, Inc. Hooksett, NH