

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664283

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor mis-identified as Citibank, N.A., correct Assignor is Citizens Bank, N.A. previously recorded on Reel 007368 Frame 0709. Assignor(s) hereby confirms the 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: NEW YORK

PROPERTY NUMBERS Total: 9

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
Serial Number:	88656285	FLEETSHARE
Serial Number:	88278956	
Serial Number:	87918184	OPENTRAC
Serial Number:	87918192	MERCHANTS FLEET MANAGEMENT
Serial Number:	87918195	GUARANTEETRAC

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: 3129932652
 Email: heather.poitras@lw.com
 Correspondent Name: Heather Poitras
 Address Line 1: 330 N Wabash Avenue

CH \$240.00 87794188

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: 08/02/2021

Total Attachments: 8

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademark Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, 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: 9			
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	
Serial Number:	88656285	FLEETSHARE	
Serial Number:	88278956		
Serial Number:	87918184	OPENTRAC	
Serial Number:	87918192	MERCHANTS FLEET MANAGEMENT	
Serial Number:	87918195	GUARANTEETRAC	
CORRESPONDENCE DATA			
Phone:	3129932652		
Email:	heather.poitras@lw.com		
<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>			
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		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			
NAME OF SUBMITTER:	Heather Poitras		

Signature:	/hp/
Date:	06/30/2021
Total Attachments: 6 source=MAG- Assignment of Security Interest in Trademark Collateral (Reel_Frame No. 6861_0574)#page1.tif source=MAG- Assignment of Security Interest in Trademark Collateral (Reel_Frame No. 6861_0574)#page2.tif source=MAG- Assignment of Security Interest in Trademark Collateral (Reel_Frame No. 6861_0574)#page3.tif source=MAG- Assignment of Security Interest in Trademark Collateral (Reel_Frame No. 6861_0574)#page4.tif source=MAG- Assignment of Security Interest in Trademark Collateral (Reel_Frame No. 6861_0574)#page5.tif source=MAG- Assignment of Security Interest in Trademark Collateral (Reel_Frame No. 6861_0574)#page6.tif	
RECEIPT INFORMATION	
ETAS ID:	TM657022
Receipt Date:	06/30/2021
Fee Amount:	\$240

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 February 11, 2020 at Reel/Frame No. 6861/0574; 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.

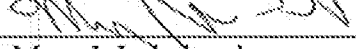
6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

[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:

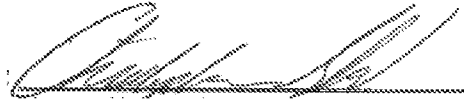
CITIZENS BANK, N.A.

By: 
Name: Marc J. Lubelezyk
Title: Senior Vice President

Accepted and Agreed:

SUCCESSOR AGENT:

BNP PARIBAS

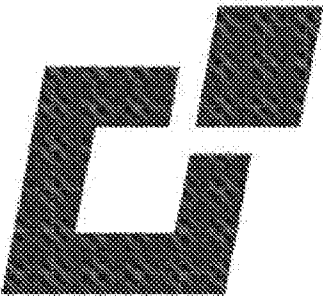
By: 

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	5565640	9/18/2018	Registered	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
FLEETSHARE	88656285	10/16/2019	N/A	N/A	Pending	Merchants Automotive Group, Inc. Hooksett, NH
	88278956	1/28/2019	5827976	8/6/2019	Registered	Merchants Automotive Group, Inc. Hooksett, NH
OPENTRAC	87918184	5/11/2018	N/A	N/A	Pending	Merchants Automotive Group, Inc. Hooksett, NH
MERCHANTS FLEET MANAGEMENT	87918192	5/11/2018	N/A	N/A	Pending	Merchants Automotive Group, Inc. Hooksett, NH

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Status	Owner
GUARANTEETRAC	87918195	5/11/2018	N/A	N/A	Pending	Merchants Automotive Group, Inc. Hooksett, NH