

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM664247

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Assignee incorrectly listed as BBNP Paribas, as Collateral Agent. Correct name is BNP Paribas, as Collateral Agent previously recorded on Reel 007368 Frame 0229. Assignor(s) hereby confirms the Confirmatory Grant of Security Interest in United States Trademarks.

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MERCHANTS AUTOMOTIVE GROUP, INC.		06/30/2021	Corporation: NEW HAMPSHIRE

## RECEIVING PARTY DATA

<b>Name:</b>	BNP PARIBAS, as Collateral Agent
<b>Street Address:</b>	787 7th Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	90530774	MERCHANTS FLEET
Serial Number:	88730387	FLEETTECH
Serial Number:	88278956	
Serial Number:	87918192	MERCHANTS FLEET MANAGEMENT
Serial Number:	87918195	GUARANTEETRAC
Serial Number:	87918184	OPENTRAC
Serial Number:	87794188	ALWAYS SETTLE FOR BETTER
Serial Number:	86814634	FLEETACCESS
Serial Number:	85948935	TOTALVIEW
Serial Number:	90669519	ELECTRIFY FLEET

## 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

TRADEMARK

**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:** 08/02/2021

**Total Attachments: 7**

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<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MERCHANTS AUTOMOTIVE GROUP, INC.		06/30/2021	Corporation: NEW HAMPSHIRE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BBNP PARIBAS, as Collateral Agent		
<b>Street Address:</b>	787 7th Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90530774	MERCHANTS FLEET	
<b>Serial Number:</b>	88730387	FLEETTECH	
<b>Serial Number:</b>	88278956		
<b>Serial Number:</b>	87918192	MERCHANTS FLEET MANAGEMENT	
<b>Serial Number:</b>	87918195	GUARANTEETRAC	
<b>Serial Number:</b>	87918184	OPENTRAC	
<b>Serial Number:</b>	87794188	ALWAYS SETTLE FOR BETTER	
<b>Serial Number:</b>	86814634	FLEETACCESS	
<b>Serial Number:</b>	85948935	TOTALVIEW	
<b>Serial Number:</b>	90669519		
<b>Registration Number:</b>	5827976		
<b>CORRESPONDENCE DATA</b>			
<b>Phone:</b>	3129932652		
<b>Email:</b>	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>			
<b>Correspondent Name:</b>	Heather Poitras		
<b>Address Line 1:</b>	330 N Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	049018-0160 HP		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			

<b>Address Line 4:</b>	
<b>NAME OF SUBMITTER:</b>	Heather Poitras
<b>Signature:</b>	/hp/
<b>Date:</b>	06/30/2021
<b>Total Attachments: 5</b> source=MAG - Grant of Security Interest in Trademarks_124952398_1_0#page1.tif source=MAG - Grant of Security Interest in Trademarks_124952398_1_0#page2.tif source=MAG - Grant of Security Interest in Trademarks_124952398_1_0#page3.tif source=MAG - Grant of Security Interest in Trademarks_124952398_1_0#page4.tif source=MAG - Grant of Security Interest in Trademarks_124952398_1_0#page5.tif	
<b>RECEIPT INFORMATION</b>	
<b>ETAS ID:</b>	TM657034
<b>Receipt Date:</b>	06/30/2021
<b>Fee Amount:</b>	\$290

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of June 30, 2021 by and from MERCHANTS AUTOMOTIVE GROUP, INC., a New Hampshire corporation (the "Grantor"), to and in favor of BNP PARIBAS, a national banking association organized and existing under the laws of the United States of America (the "Grantee"), for the benefit of the Secured Creditors (as defined in the Security Agreement referenced below).

WHEREAS, the Grantor certain affiliates of the Grantor have entered into a Security Agreement dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all renewals and extensions of the foregoing, (3) all proceeds and products of the Trademarks, (4) the goodwill associated with such Trademarks, and (5) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3. Counterparts. This Confirmatory Grant 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 instrument. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this

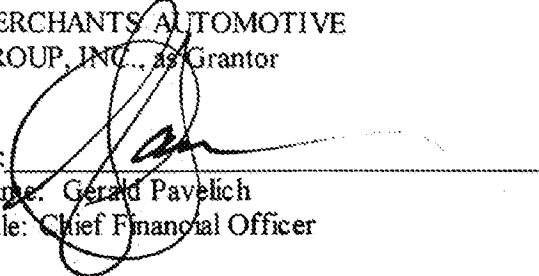
Agreement and/or any document to be signed in connection with this Confirmatory Grant shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. As used herein, "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

4. Governing Law. This Confirmatory Grant 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.

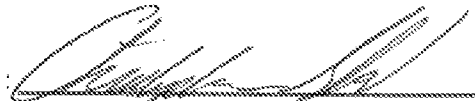
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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

MERCHANTS AUTOMOTIVE  
GROUP, INC., as Grantor


By:   
Name: Gerald Pavelich  
Title: Chief Financial Officer

BNP PARIBAS, as Grantee

By: 

Name: Christopher Sked

Title: Managing Director

By: 

Name: Nicolas Doche

Title: Vice President



CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

<b>Trademark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>	<b>Owner</b>
MERCHANTS FLEET	90530774 2/16/2021	n/a	Merchants Automotive Group, Inc.
FLEETTECH	88730387 12/17/2019	6134827 8/25/2020	Merchants Automotive Group, Inc.
DESIGN ONLY	88278956 5/21/2019	5827976 8/6/2019	Merchants Automotive Group, Inc.
MERCHANTS FLEET MANAGEMENT	87918192 5/11/2018	6208299 12/1/2020	Merchants Automotive Group, Inc.
GUARANTEETRAC	87918195 5/11/2018	5940331 12/17/2019	Merchants Automotive Group, Inc.
OPENTRAC	87918184 5/11/2018	5940330 12/17/2018	Merchants Automotive Group, Inc.
ALWAYS SETTLE FOR BETTER	87794188 2/12/2018	5565640 7/3/2018	Merchants Automotive Group, Inc.
FLEETACCESS	86814634 11/10/2015	5148974 2/28/2017	Merchants Automotive Group, Inc.
TOTALVIEW	85948935 6/3/2013	4732133 5/5/2015	Merchants Automotive Group, Inc.
ELECTRIFY FLEET	90669519 4/25/2021	n/a	Merchants Automotive Group, Inc.
Merchants Automotive Group, Inc.	88278956 1/28/19	5827976 8/6/19	Merchants Automotive Group, Inc.