

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACV Auctions Inc.		08/24/2021	Corporation: DELAWARE
True Partners USA LLC		08/23/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	90380715	ACV	
Serial Number:	90380760	ACV	
Registration Number:	6115265	ACV ADVANCE	
Serial Number:	90380787	ACV AUCTIONS	
Registration Number:	5105671	ACV AUCTIONS	
Serial Number:	90380810	ACV AUCTIONS	
Registration Number:	6086558	AMP	
Registration Number:	6120779	AUDIO MOTOR PROFILE	
Registration Number:	4993163	CARSPX	
Serial Number:	90358998	GO GREEN	
Registration Number:	4859406	PROVIEW	
Serial Number:	87840244	THE CAR INSPECTION COMPANY	
Registration Number:	5771692	THE CAR INSPECTION COMPANY	
Registration Number:	5741270	TRUE 360°	
Registration Number:	5699107	TRUE 360°	
Registration Number:	4221920	TRUEFRAME	
Registration Number:	6120784	VIRTUAL LIFT	

OP \$440.00 90380715

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Jennifer Tindie
Address Line 1: 1025 Connecticut Ave., NW, Suite 712
Address Line 2: COGENY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1471226
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	09/03/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 24, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), is entered into by and among ACV Auctions Inc., True Partners USA LLC (each, a “Grantor” and together, the “Grantors”), and JPMorgan Chase Bank, N.A. (“JPMorgan”), as collateral agent for the Secured Parties (as defined in the Credit Agreement (as defined below)) (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain Security Agreement, dated as of August 24, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among ACV Auctions Inc., a Delaware corporation (the “Company”), the grantors from time to time party thereto and the Collateral Agent and (b) that certain Revolving Credit Agreement, dated as of August 24, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Company, the Lenders from time to time party thereto and JPMorgan, as Administrative Agent and as Collateral Agent. The Lenders have agreed to extend credit to the Company subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns, pledges and grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(i) all Trademarks, including those listed on Schedule I attached hereto;

(ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable with respect to any of the foregoing; and

(iii) rights to sue for past, present and future infringement, misappropriation or other violations of any of the foregoing;

but excluding any intent-to-use trademark or service mark application prior to the filing of, and acceptance of, a “Statement of Use” or “Amendment to Allege Use” with the United States Patent and Trademark Office 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 under applicable federal law.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral

Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

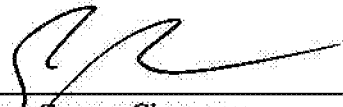
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement and the transactions contemplated hereby 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. “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.

SECTION 5. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.


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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ACV AUCTIONS INC., as a Grantor

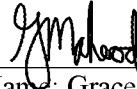
By: 
Name: George Chamoun
Title: President and Chief Executive Officer

TRUE PARTNERS USA LLC, as a Grantor
By: ACV AUCTIONS INC., as its Sole Member

By: 
Name: George Chamoun
Title: President and Chief Executive Officer

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By:



Name: Grace Mahood

Title: Authorized Signatory

SCHEDULE I

Trademarks and Trademark Licenses

Trademark	Jurisdiction	Status	App. Number	Reg. Number	App. Date	Reg. Date	Owner
ACV	United States of America	Pending	90380715		12/14/2020		ACV AUCTIONS INC.
ACV	United States of America	Pending	90380760		12/14/2020		ACV AUCTIONS INC.
ACV ADVANCE	United States of America	Registered	88346649	6115265	3/19/2019	7/28/2020	ACV AUCTIONS INC.
ACV AUCTIONS	Canada	Pending	2101766		4/22/2021		ACV AUCTIONS INC.
ACV AUCTIONS	United States of America	Pending	90380787		12/14/2020		ACV AUCTIONS INC.
ACV AUCTIONS & DESIGN	United States of America	Registered	86544490	5105671	2/14/2015	12/20/2016	ACV AUCTIONS INC.
ACV AUCTIONS (STYLIZED)	Canada	Pending	2101769		4/22/2021		ACV AUCTIONS INC.
ACV AUCTIONS (STYLIZED)	United States of America	Pending	90380810		12/14/2020		ACV AUCTIONS INC.
ACVAMP	Canada	Pending	1977046		7/23/2019		ACV AUCTIONS INC.
AMP	Canada	Pending	1977048		7/23/2019		ACV AUCTIONS INC.
AMP	United States of America	Registered	88275072	6086558	1/24/2019	6/23/2020	ACV AUCTIONS INC.
AUDIO MOTOR PROFILE	Canada	Pending	1977049		7/23/2019		ACV AUCTIONS INC.
AUDIO MOTOR PROFILE	United States of America	Registered	88275074	6120779	1/24/2019	8/4/2020	ACV AUCTIONS INC.
CARSPX	United States of America	Registered	86820328	4993163	11/13/2015	7/5/2016	TRUE PARTNERS USA, LLC DBA

							TRUEFRAME LLC
GO GREEN	Canada	Pending	2068574		12/4/2020		ACV AUCTIONS INC.
GO GREEN	United States of America	Pending	90358998		12/4/2020		ACV AUCTIONS INC.
PROVIEW	United States of America	Registered	86605664	4859406	4/22/2015	11/24/2015	TRUE PARTNERS USA LLC
THE CAR INSPECTION COMPANY	United States of America	Pending	87840244		3/19/2018		TRUE PARTNERS USA, LLC DBA TRUEFRAME LLC
THE CAR INSPECTION COMPANY	United States of America	Registered	87979950	5771692	3/19/2018	6/4/2019	TRUE PARTNERS USA, LLC DBA TRUEFRAME LLC
TRUE 360°	United States of America	Registered	87840213	5741270	3/19/2018	4/30/2019	TRUE PARTNERS USA, LLC DBA TRUEFRAME LLC
TRUE 360° & DESIGN	United States of America	Registered	87840404	5699107	3/19/2018	3/12/2019	TRUE PARTNERS USA, LLC DBA TRUEFRAME LLC
TRUEFRAME	United States of America	Registered	85562968	4221920	3/7/2012	10/9/2012	TRUE PARTNERS USA LLC
VIRTUAL LIFT	Canada	Pending	1977054		7/23/2019		ACV AUCTIONS INC.
VIRTUAL LIFT	United States of America	Registered	88294616	6120784	2/8/2019	8/4/2020	ACV AUCTIONS INC.