

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779203

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900728021

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACCELERATED SERVICE ENTERPRISE, LLC		10/21/2022	Limited Liability Company: NEW JERSEY

RECEIVING PARTY DATA

Name:	Fifth Third Bank, National Association
Also Known As:	AKA Fifth Third
Street Address:	38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4763932	SMART AUTO CARE

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 6175732700

Email: Andrew.Jaworski@hkllaw.com,susan.dinicola@hkllaw.com,Kyle.Turnbull@hkllaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Ave

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Andrew Jaworski
SIGNATURE:	/Andrew J. Jaworski/
DATE SIGNED:	01/09/2023

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This Trademark Collateral Agreement, dated as of October 21, 2022, is made by ACCELERATED SERVICE ENTERPRISE, LLC, a New Jersey corporation (“Debtor”) with its principal place of business and mailing address at 10151 Deerwood Park Blvd, Bldg. 100 Ste. 330, Jacksonville, FL 32256, in favor of Fifth Third Bank, National Association (“Fifth Third”), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below) (in such capacity together with its successors and assigns, the “Administrative Agent”).

WHEREAS, Debtor, certain affiliates of Debtor and the Administrative Agent are parties to the Second Amended and Restated Security Agreement dated as of October 21, 2022, as the same may be amended, modified, restated or amended and restated from time to time (the “Security Agreement”), pursuant to which (i) Debtor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) to secure the payment and performance of all Obligations of Debtor and (ii) Debtor is required to execute and deliver this Trademark Collateral Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms.

Unless otherwise defined herein, terms used herein shall have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest.

Section 2.1 Scope of Grant. Debtor grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, the following property (collectively, the “Trademark Collateral”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in the Security Agreement.

Section 2.2 Limitations. Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance, other assignment or a grant of a security interest to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"). When a Statement of Use is filed and accepted by the United States Patent and Trademark Office (the "USPTO"), then that application shall cease to be partly exempted from this Trademark Collateral Agreement and shall be part of the Trademark Collateral.

Section 3. Miscellaneous.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Collateral Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

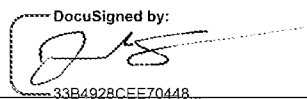
Debtor hereby authorizes and requests that the USPTO record this Trademark Collateral Agreement.

This Trademark Collateral Agreement shall be governed by the laws of the State of New York, without regard to conflicts of law provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

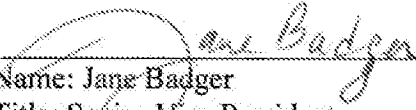
ACCELERATED SERVICE ENTERPRISE, LLC

By  _____
Name: John Short
Title: Secretary

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, NATIONAL
ASSOCIATION, as Administrative Agent


By


Name: Jane Badger
Title: Senior Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
SMART AUTO CARE 	4763932	June 30, 2015