

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615439

| | | | |
|---|----------------------------------|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Carey International, Inc. | | 11/20/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | The Freedom Bank of Virginia | | |
| Street Address: | 10555 Main Street, Ste 100 | | |
| City: | Fairfax | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 22030 | | |
| Entity Type: | Chartered Bank: VIRGINIA | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3369944 | CAREY | |
| Registration Number: | 1107533 | CAREY | |
| Registration Number: | 1375117 | CAREY | |
| Registration Number: | 3507201 | CAREY ALLIANCE NETWORK | |
| Registration Number: | 5027532 | CAREY CONNECT | |
| Registration Number: | 3530076 | DRIVING SUCCESS | |
| Registration Number: | 3720920 | MY CHAUFFEUR CHICAGO'S AFFORDABLE ELEGAN | |
| Registration Number: | 0099678 | | |
| 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: | 215-981-4538 | | |
| Email: | Peter.Wakiyama@troutman.com | | |
| Correspondent Name: | Peter T Wakiyama | | |
| Address Line 1: | 3000 Two Logan Square | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103 | | |
| ATTORNEY DOCKET NUMBER: | 251727.14 | | |
| NAME OF SUBMITTER: | Peter T Wakiyama | | |

CH \$215.00 3369944

| | |
|---|------------|
| SIGNATURE: | /ptw/ |
| DATE SIGNED: | 12/18/2020 |
| Total Attachments: 14 source=251727.14. Carey. Freedom Bank#page1.tif source=251727.14. Carey. Freedom Bank#page2.tif source=251727.14. Carey. Freedom Bank#page3.tif source=251727.14. Carey. Freedom Bank#page4.tif source=251727.14. Carey. Freedom Bank#page5.tif source=251727.14. Carey. Freedom Bank#page6.tif source=251727.14. Carey. Freedom Bank#page7.tif source=251727.14. Carey. Freedom Bank#page8.tif source=251727.14. Carey. Freedom Bank#page9.tif source=251727.14. Carey. Freedom Bank#page10.tif source=251727.14. Carey. Freedom Bank#page11.tif source=251727.14. Carey. Freedom Bank#page12.tif source=251727.14. Carey. Freedom Bank#page13.tif source=251727.14. Carey. Freedom Bank#page14.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of November 20, 2020 by and between (i) **THE FREEDOM BANK OF VIRGINIA** (“**Bank**”), and (ii) **CAREY INTERNATIONAL, INC.**, a Delaware corporation, as grantor (the “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the “**Loans**”) to Grantor, in the amounts and manner set forth in that certain Credit and Security Agreement, dated as of the date hereof by and between Grantor and Bank (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of the Grantor under the Credit Agreement and the other Loan Documents.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations (as defined in the Credit Agreement), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

3. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections (excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office; provided that upon such filing and acceptance, such applications shall be included), and the entire

goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

4. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above; and

5. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents.

This security interest is granted in conjunction with the security interest granted to Bank under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

This Agreement may be executed with electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

This Agreement 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

THE LAWS OF THE COMMONWEALTH OF VIRGINIA SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

[Signature page follows.]

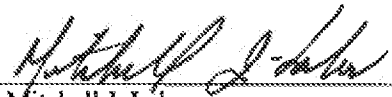
IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed and delivered this Intellectual Property Security Agreement as of the first date written above.

GRANTOR:

Address of Grantor:

7445 New Technology Way
Frederick, Maryland 21703
Attn: Mitchell J. Lahr
Fax:
Email: Mitchell.lahr@carey.com

CAREY INTERNATIONAL INC.

By: 
Name: Mitchell J. Lahr
Title: President and Chief Executive Officer

BANK:

THE FREEDOM BANK OF VIRGINIA

By: _____
Name: Shaun E. Murphy
Title: Executive Vice President and Chief
Operating Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007139 FRAME: 0384

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed and delivered this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

7445 New Technology Way
Frederick, Maryland 21703
Attn: Mitchell J. Lahr
Fax:
Email: Mitchell.lahr@carey.com

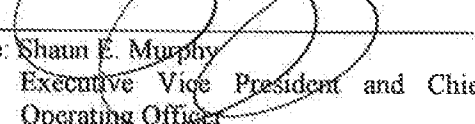
GRANTOR:

CAREY INTERNATIONAL INC.

By: _____
Name: Mitchell J. Lahr
Title: President and Chief Executive Officer

BANK:

THE FREEDOM BANK OF VIRGINIA

By:  _____
Name: Shaun E. Murphy
Title: Executive Vice President and Chief
Operating Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007139 FRAME: 0385

EXHIBIT A

Copyrights

| <u>Owner/Applicant</u> | <u>Copyrights</u> | <u>Effective Date</u> | <u>Registration No.</u> |
|---------------------------|-----------------------------|-----------------------|-------------------------|
| Carey International, Inc. | Carey Connect Website | September 8, 2015 | TXu 1-996-458 |
| Carey International, Inc. | Embarque Website | September 8, 2015 | TXu 1-996-454 |
| Carey International, Inc. | Carey International Website | September 8, 2015 | TXu 2-001-768 |

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

U.S. Trademarks

| <u>Trademark</u> | <u>Appl. No.</u> | <u>Reg. No.</u> | <u>Filing Date</u> | <u>Reg. Date</u> | <u>Owner</u> |
|--|------------------|-----------------|--------------------|------------------|---------------------------|
| CAREY | 77/029940 | 3369944 | 77/029940 | 1/15/2008 | Carey International, Inc. |
| CAREY | 73/146807 | 1107533 | 73/146807 | 11/28/1978 | Carey International, Inc. |
| CAREY | 73/516893 | 1375117 | 73/516893 | 12/10/1985 | Carey International, Inc. |
| CAREY ALLIANCE NETWORK (and design) | 77/239855 | 3507201 | 77/239855 | 9/30/2008 | Carey International, Inc. |
| Carey Connect | 86/247302 | 5027532 | 86/247302 | 8/23/2016 | Carey International, Inc. |
| DRIVING SUCCESS | 77/311815 | 3530076 | 77/311815 | 11/11/2008 | Carey International, Inc. |
| My Chauffeur Chicago's Affordable Elegance and design | 77/605248 | 3720920 | 77/605248 | 12/8/2009 | Carey International, Inc. |

Foreign and State Trademarks

| <u>Trademark</u> | <u>Country</u> | <u>App. No.</u> | <u>Reg. No.</u> | <u>App. Date</u> | <u>Reg. Date</u> | <u>Owner</u> |
|-------------------------------------|----------------|-----------------|-----------------|------------------|------------------|---------------------------|
| CAREY | Argentina | 2691439 | 3084004 | 7/25/2006 | 1/30/2009 | Carey International, Inc. |
| CAREY | Australia | 591958 | 591958 | 12/8/1992 | 12/8/1992 | Carey International, Inc. |
| CAREY | Australia | 1635233 | 1635233 | 7/17/2014 | 7/17/2014 | Carey International, Inc. |
| DRIVING SUCCESS | Australia | 1205160 | 1205160 | 10/16/2007 | 10/16/2007 | Carey International, Inc. |
| CAREY | Austria | 213484 | 107950 | 1/17/1985 | 1/17/1985 | Carey International, Inc. |
| CAREY ALLIANCE NETWORK and design | Bahrain | 74492 | 74492 | 12/22/2008 | 12/22/2008 | Carey International, Inc. |
| CAREY | Benelux | 778760 | 516156 | 4/10/1992 | 4/10/1992 | Carey International, Inc. |
| CAREY | Bulgaria | 75779 | 57426 | 1/5/2005 | 1/5/2005 | Carey International, Inc. |
| CAREY ALLIANCE NETWORK (and design) | Canada | 1358874 | TMA758093 | 8/7/2007 | 1/27/2010 | Carey International, Inc. |
| CAREY ALLIANCE NETWORK (and design) | Cayman Islands | CT6158208 | CT6158208 | 11/28/2008 | 12/29/2008 | Carey International, Inc. |
| CAREY | China P.R. | 5939368 | 5939368 | 3/12/2007 | 4/7/2011 | Carey International, Inc. |

| <u>Trademark</u> | <u>Country</u> | <u>App. No.</u> | <u>Reg. No.</u> | <u>App. Date</u> | <u>Reg. Date</u> | <u>Owner</u> |
|-------------------------------------|---------------------|-----------------|-----------------|------------------|------------------|---------------------------|
| CAREY | China P.R. | 5939369 | 5939369 | 3/12/2007 | 5/28/2010 | Carey International, Inc. |
| CAREY | China P.R. | 970009266 | 1149849 | 1/28/1997 | 2/7/1998 | Carey International, Inc. |
| CAREY | China P.R. | 5939370 | 5939370 | 3/12/2007 | 2/28/2010 | Carey International, Inc. |
| CAREY ALLIANCE NETWORK (and design) | China P.R. | 7056785 | 7056785 | 11/14/2008 | 1/7/2011 | Carey International, Inc. |
| CAREY in Chinese Characters | China P.R. | 38674205 | | 6/5/2019 | | Carey International, Inc. |
| CAREY | Community Trademark | 5457809 | 5457809 | 11/10/2006 | 11/7/2007 | Carey International, Inc. |
| CAREY | Community Trademark | 4211058 | 4211058 | 12/21/2004 | 1/24/2006 | Carey International, Inc. |
| CAREY ALLIANCE NETWORK | Community Trademark | 6158208 | 6158208 | 8/1/2007 | 7/24/2008 | Carey International, Inc. |
| DRIVING SUCCESS | Community Trademark | 6370852 | 6370852 | 10/16/2007 | 9/11/2008 | Carey International, Inc. |
| CAREY ALLIANCE NETWORK (and design) | Dominican Republic | 2008-38855 | 172267 | 11/13/2008 | 1/30/2009 | Carey International, Inc. |
| CAREY | France | 23193619 | 23193619 | 11/13/2002 | 11/13/2002 | Carey International, Inc. |

| <u>Trademark</u> | <u>Country</u> | <u>App. No.</u> | <u>Reg. No.</u> | <u>App. Date</u> | <u>Reg. Date</u> | <u>Owner</u> |
|---|----------------|-----------------|-----------------|------------------|------------------|---------------------------|
| CAREY | Germany | c4349639wz | 2032667 | 5/18/1992 | 5/18/1992 | Carey International, Inc. |
| CAREY | Great Britain | 2446523 | 2446523 | 2/13/2007 | 10/12/2007 | Carey International, Inc. |
| CAREY | Greece | 79186 | 79186 | 2/14/1985 | 2/14/1985 | Carey International, Inc. |
| CAREY | Greece | 150390 | 150390 | 2/11/2005 | 6/19/2006 | Carey International, Inc. |
| CAREY | Hong Kong | 300816868 | 300816868 | 2/15/2007 | 2/15/2007 | Carey International, Inc. |
| CAREY in Chinese Characters | Hong Kong | 301264419 | 301264419 | 12/29/2008 | 12/29/2008 | Carey International, Inc. |
| My Chauffeur Chicago's Affordable Elegance and design | Illinois | | 099678 | | 11/12/2008 | Carey International, Inc. |
| CAREY | India | 1353618 | 1353618 | 4/27/2005 | 4/27/2005 | Carey International, Inc. |
| CAREY ALLIANCE NETWORK (and design) | India | 1770495 | 1770495 | 1/2/2009 | 6/16/2015 | Carey International, Inc. |
| CAREY | Indonesia | 464109 | IDM000237661 | 9/3/1999 | 9/3/1999 | Carey International, Inc. |
| CAREY | Israel | 198304 | 198304 | 3/8/2007 | 11/5/2008 | Carey International, Inc. |

| <u>Trademark</u> | <u>Country</u> | <u>App. No.</u> | <u>Reg. No.</u> | <u>App. Date</u> | <u>Reg. Date</u> | <u>Owner</u> |
|--|----------------|-----------------|-----------------|------------------|------------------|------------------------------|
| CAREY ALLIANCE NETWORK (and design) | Israel | 216463 | 216463 | 11/11/2008 | 8/8/2010 | Carey International, Inc. |
| CAREY | Italy | MI2014C011911 | 1128554 | 1/10/1985 | 7/22/2008 | Carey International, Inc. |
| CAREY | Japan | h08-135758 | 4169545 | 12/3/1996 | 7/24/1998 | Carey International, Inc. |
| CAREY ALLIANCE NETWORK (and design) | Japan | 2008-097763 | 5286303 | 12/4/2008 | 12/11/2009 | Carey International, Inc. |
| CAREY | Malaysia | 85003002 | 85003002 | 7/11/1985 | 7/11/1985 | Carey International, Inc. |
| CAREY | Malaysia | 05005623 | 05005623 | 4/14/2005 | 4/14/2005 | Carey International, Inc. |
| CAREY | Moldova | 016840 | 13956 | 4/29/2005 | 8/4/2006 | Carey International, Inc. |
| CAREY | Monaco | 26031 | 05.24585 | 3/21/2005 | 3/21/2005 | Carey International, Inc. |
| CAREY | New Zealand | 763549 | 763549 | 2/15/2007 | 2/15/2007 | Carey International, Inc. |
| CAREY | Norway | 19844491 | 122644 | 12/18/1984 | 10/10/1985 | Carey International, Inc. |
| CAREY ALLIANCE NETWORK (and design) | Norway | 200814267 | 249623 | 11/11/2008 | 2/2/2009 | Carey International, Inc. |

| <u>Trademark</u> | <u>Country</u> | <u>App. No.</u> | <u>Reg. No.</u> | <u>App. Date</u> | <u>Reg. Date</u> | <u>Owner</u> |
|-------------------------------------|--------------------|-----------------|-----------------|------------------|------------------|---------------------------|
| CAREY ALLIANCE NETWORK (and design) | Panama | 183392 | 183392 01 | 8/11/2009 | 8/11/2009 | Carey International, Inc. |
| CAREY | Paraguay | 20528 | 370.961 | 7/21/2006 | 10/26/2012 | Carey International, Inc. |
| CAREY | Philippines | 4-2009-000168 | 4-2009-000168 | 1/7/2009 | 4/13/2009 | Carey International, Inc. |
| CAREY ALLIANCE NETWORK and design | Philippines | 4-2009-000909 | 4-2009-000909 | 1/28/2009 | 12/24/2009 | Carey International, Inc. |
| CAREY | Portugal | 347305 MNA | 347305 MNA | 6/7/2000 | 6/4/2001 | Carey International, Inc. |
| CAREY ALLIANCE NETWORK (and design) | Republic of Korea | 2008-30059 | 41-0194126 | 11/24/2008 | 2/16/2010 | Carey International, Inc. |
| CAREY INTERNATIONAL INC. | Republic of Korea | 1999-9766 | 41-0062104-0000 | 7/9/1999 | 6/21/2000 | Carey International, Inc. |
| CAREY | Romania | M2005 05168 | 70461 | 4/27/2005 | 4/28/2005 | Carey International, Inc. |
| CAREY | Russian Federation | 2007704007 | 346120 | 2/15/2007 | 3/20/2008 | Carey International, Inc. |
| CAREY | Singapore | T07/04094J | T0704094J | 2/27/2007 | 2/27/2007 | Carey International, Inc. |
| CAREY | Singapore | T07/04095I | T0704095I | 2/27/2007 | 2/27/2007 | Carey International, Inc. |

| <u>Trademark</u> | <u>Country</u> | <u>App. No.</u> | <u>Reg. No.</u> | <u>App. Date</u> | <u>Reg. Date</u> | <u>Owner</u> |
|-------------------------------------|----------------------|-----------------|-----------------|------------------|------------------|---------------------------|
| CAREY | Singapore | T9906576G | T99/06576G | 6/25/1999 | 6/25/1999 | Carey International, Inc. |
| CAREY | Singapore | T07/04096G | T0704096G | 2/27/2007 | 2/27/2007 | Carey International, Inc. |
| CAREY ALLIANCE NETWORK (and design) | Singapore | T0815622E | T0815622E | 11/11/2008 | 11/11/2008 | Carey International, Inc. |
| CAREY ALLIANCE NETWORK (and design) | South Africa | 2008/26592 | 2008/26592 | 11/12/2008 | 11/5/2010 | Carey International, Inc. |
| CAREY | Spain | 1077701M6 | 1077701M6 | 8/3/1984 | 3/4/1985 | Carey International, Inc. |
| CAREY | Sweden | 198402950 | 195348 | 4/11/1984 | 3/22/1985 | Carey International, Inc. |
| CAREY | Switzerland | 39/1985 | P-336375 | 1/4/1985 | 2/7/1985 | Carey International, Inc. |
| CAREY | Taiwan | 097058875 | 1393068 | 12/26/2008 | 1/1/2010 | Carey International, Inc. |
| CAREY | Thailand | 398839 | Bor10244 | 9/23/1999 | 9/23/1999 | Carey International, Inc. |
| CAREY ALLIANCE NETWORK DEVICE | Turkey | 2009/01251 | 2009/01251 | 1/12/2009 | 1/12/2009 | Carey International, Inc. |
| CAREY ALLIANCE NETWORK (and design) | United Arab Emirates | 129163 | 129163 | 5/13/2009 | | Carey International, Inc. |

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RECORDED: 12/18/2020

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