

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM633651

<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>
DRB SYSTEMS, LLC		03/19/2021	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION		
<b>Street Address:</b>	245 PARK AVENUE		
<b>Internal Address:</b>	44TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3469019	EGENUITY	
<b>Registration Number:</b>	3425882	ELUBE	
<b>Registration Number:</b>	6001662	SNAPSTORM	
<b>Registration Number:</b>	4317115	EZTRAX	
<b>Registration Number:</b>	4612008	EZQUICKPASS	
<b>Registration Number:</b>	4743447	EZWRENCH	
<b>Registration Number:</b>	4881742	EZWASH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>Phone:</b>	310-557-2900		
<b>Email:</b>	KLATHROP@PROSKAUER.COM		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2029 CENTURY PARK EAST, SUITE 2400		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	11668.272		

CH \$190.00 3469019

<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	03/22/2021
<b>Total Attachments: 5</b> source=DRB Second Amendment - Trademark Security Agreement Executed#page1.tif source=DRB Second Amendment - Trademark Security Agreement Executed#page2.tif source=DRB Second Amendment - Trademark Security Agreement Executed#page3.tif source=DRB Second Amendment - Trademark Security Agreement Executed#page4.tif source=DRB Second Amendment - Trademark Security Agreement Executed#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by DRB SYSTEMS, LLC (“**Grantor**”) in favor of Ares Capital Corporation, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, Grantor is party to that certain Security Agreement, dated as of October 6, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

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

### SECTION 1. DEFINED TERMS

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

### SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which 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 A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

#### SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” 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, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

**SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms 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 by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. RECORDATION**

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

**SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

**SECTION 6. Governing Law**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**SECTION 7. Counterparts**

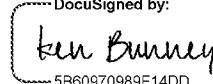
This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DRB SYSTEMS, LLC, as a Grantor

DocuSigned by:



By: \_\_\_\_\_

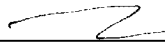
5B60970989F14DD...

Name: Kenneth Bunney

Title: Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

ARES CAPITAL CORPORATION,  
as Administrative Agent and Collateral Agent

By:  \_\_\_\_\_

Name: Scott Lem

Title: Authorized Signatory

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
DRB Systems, LLC	eGenuity	3,469,019	15-Jul-2008
DRB Systems, LLC	eLube	3,425,882	13-May-2008
DRB Systems, LLC	SNAPSTORM	6,001,662	03-Mar-2020
DRB Systems, LLC	ezTrax	4,317,115	09-Apr-2013
DRB Systems, LLC	ezQuickPass	4,612,008	30-Sept-2014
DRB Systems, LLC	ezWrench	4,743,447	26-May-2015
DRB Systems, LLC	ezWash	4,881,742	05-Jan-2016