

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Telit Location Solutions LP		12/26/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	4720 Piedmont Row Drive		
Internal Address:	Suite 300		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28210		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3845156	JUPITER	
CORRESPONDENCE DATA			
Fax Number:	4045274198		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-527-4000		
Email:	sbaxter@mckennalong.com		
Correspondent Name:	Shannon C. Baxter, Esq.		
Address Line 1:	303 Peachtree, Suite 5300		
Address Line 2:	McKenna Long & Aldridge LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	004138.00941		
NAME OF SUBMITTER:	Shannon C. Baxter		

Signature:	/Shannon C. Baxter/
Date:	01/02/2014
Total Attachments: 5 source=Telit Location Solutions Grant of SI#page1.tif source=Telit Location Solutions Grant of SI#page2.tif source=Telit Location Solutions Grant of SI#page3.tif source=Telit Location Solutions Grant of SI#page4.tif source=Telit Location Solutions Grant of SI#page5.tif	

**GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, TELIT LOCATION SOLUTIONS LP, a Delaware limited partnership (“Grantor”), having its principal office at 3131 RDU Center Drive, Suite 135, Morrisville, North Carolina 27560, hereby grants to PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, “Grantee”), a security interest in (a) (i) all of Grantor’s right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto (collectively, the “Marks”, and each, a “Mark”), (ii) all proceeds and products of each Mark, (c) the goodwill of the businesses with which each Mark is associated and (iii) all causes of action arising prior to or after the date hereof for infringement of each Mark or unfair competition regarding the same, and (b) (i) all of Grantor’s right, title and interest in and to the United States patents (collectively, the “Patents”) set forth on Schedule B attached hereto, (ii) all renewals, continuations, divisionals, continuations-in-part, reissues and re-examinations thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, (v) all of Grantor’s rights corresponding thereto throughout the world and (vi) all proceeds and products of the Patents.

THIS GRANT is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in that certain Revolving Credit and Security Agreement among Grantor, the various financial institutions named therein or which hereafter become a party thereto as lenders and Grantee, dated as of December 26, 2013 (as amended, modified, restated and/or supplemented from time to time, the “Credit Agreement”). Upon the termination of the Credit Agreement, Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor’s request, an instrument in writing releasing the security interest in the Marks and Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of
the 26 day of December, 2013.

GRANTOR:

TELIT LOCATION SOLUTIONS LP

By: Telit GPS Solutions GP, LLC,
Its General Partner

By: _____
Name: Eran Edut
Title: CFO US and PLC

By: John H. Spadafino
Name: John Spadafino
Title: Director of Finance

GRANTEE:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of
the 26 day of December, 2013.

GRANTOR:

TELIT LOCATION SOLUTIONS LP

By: Telit GPS Solutions GP, LLC,
Its General Partner

By: _____
Name: Eran Edvi
Title: CFO US and PLC

By: _____
Name: John Spadafino
Title: Director of Finance

GRANTEE:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: JOSEPH GAYLOR
Title: VICE PRESIDENT

Schedule A to Grant of Security Interest in United States Patents and Trademarks

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>File Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
JUPITER	United States	77/932588	February 10, 2010	3845156	September 7, 2010

Schedule B to Grant of Security Interest in United States Patents and Trademarks

PATENTS

<u>Invention Title</u>	<u>Country</u>	<u>App. No.</u>	<u>File Date</u>	<u>Publication No.</u>	<u>Publication Date</u>
Apparatus for Managing Heat Distribution in an Oscillator System	United States	13051946	March 18, 2011	US-2012-0236510-A1	September 20, 2012

Note: Change of Name (from NAVMAN WIRELESS OEM SOLUTIONS LP to the above Grantor) recorded on Dec. 6, 2013 with the USPTO