

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

01/17/2014  
 900277681

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

<b>CONVEYING PARTY DATA</b>			Limited Liability Company:
Name	Formerly	Execution Date	Entity Type
Position Logic, LLC		07/15/2013	← FLORIDA
Raco Wireless, LLC		07/15/2013	LIMITED LIABILITY COMPANY: OHIO
Raco Holdings LLC		07/15/2013	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	230 West Monroe Street, Suite 720
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

<b>PROPERTY NUMBERS Total: 3</b>		
Property Type	Number	Word Mark
Registration Number:	4055630	PL POSITION LOGIC
Registration Number:	3618730	POSITION LOGIC
Registration Number:	3618729	POSITION LOGIC

<b>CORRESPONDENCE DATA</b>	
Fax Number:	8004947512
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202-370-4761
Email:	ipleam@nationalcorp.com
Correspondent Name:	Thomas Fahey
Address Line 1:	1025 Vermont Ave NW, Suite 1130
Address Line 2:	National Corporate Research, Ltd.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

OP \$90.00 4055630

ATTORNEY DOCKET NUMBER:	F148064
NAME OF SUBMITTER:	Laura A. Kenerson
Signature:	/Laura A. Kenerson/
Date:	01/17/2014
<b>Total Attachments: 7</b> source=FINAL_ Trademark Security Agreement - RACO#page1.tif source=FINAL_ Trademark Security Agreement - RACO#page2.tif source=FINAL_ Trademark Security Agreement - RACO#page3.tif source=FINAL_ Trademark Security Agreement - RACO#page4.tif source=FINAL_ Trademark Security Agreement - RACO#page5.tif source=FINAL_ Trademark Security Agreement - RACO#page6.tif source=FINAL_ Trademark Security Agreement - RACO#page7.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of July 15, 2013, is entered into by and among **RACO HOLDINGS, LLC**, a Delaware limited liability company ("**Parent**"), **RACO WIRELESS LLC**, an Ohio limited liability company ("**RACO Wireless**"), and, immediately following the consummation of the Acquisition (as hereinafter defined), **POSITION LOGIC, LLC**, a Florida limited liability company ("**Position Logic**", and together with RACO Wireless and Parent, individually and collectively, jointly and severally, the "**Grantors**" and each, individually, a "**Grantor**") and **SILICON VALLEY BANK** (the "**Assignee**"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of July 15, 2013 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Guarantee and Collateral Agreement**"), among the Assignee, certain of the Grantors and certain of the Grantors' affiliates, and (ii) that certain Credit Agreement, dated as of July 15, 2013 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Credit Agreement**"), between, among others, certain of the Grantors, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. For the purposes of this Agreement, "**Trademarks**" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof; provided, that no United States intent-to-

use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or servicemark application under Federal Law.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

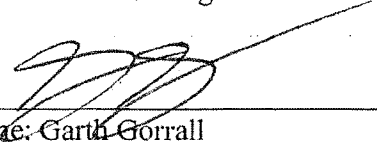
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**ASSIGNEE:**

**SILICON VALLEY BANK,**  
as Administrative Agent

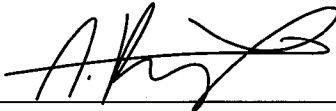
By:   
Name: Garth Gorrall  
Title: Vice President

Address of Assignee:

Silicon Valley Bank  
230 West Monroe Street, Suite 720  
Chicago, IL 60606  
Facsimile: 312.704.1532  
E-mail: ggorrall@svb.com  
Attn: Mr. Garth Gorrall

**GRANTORS:**

**RACO HOLDINGS, LLC**

By:   
Name: Aliya Khaydarova  
Title: Vice President and Secretary

Address of Grantors:

Raco Holdings, LLC  
c/o Inverness Graham Investments  
3811 West Chester Pike  
Building 2, Suite 100  
Newtown Square, Pennsylvania 19073  
Facsimile: 610.251.2880  
E-mail: Morrissey@InvernessGraham.com  
Attention: Michael Morrissey

**RACO WIRELESS LLC**

By: \_\_\_\_\_  
Name: Robert Adams  
Title: Chief Executive Officer

**POSITION LOGIC, LLC**

By: \_\_\_\_\_  
Name: Robert Adams  
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**GRANTORS:**

**RACO HOLDINGS, LLC**

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

Name: Aliya Khaydarova  
Title: Vice President and Secretary

Address of Grantors:

Raco Holdings, LLC  
c/o Inverness Graham Investments  
3811 West Chester Pike  
Building 2, Suite 100  
Newtown Square, Pennsylvania 19073  
Facsimile: 610.251.2880  
E-mail: Morrissey@InvernessGraham.com  
Attention: Michael Morrissey

**RACO WIRELESS LLC**

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

Name: Robert Adams  
Title: Chief Executive Officer

**POSITION LOGIC, LLC**

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

Name: Robert Adams  
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered United States Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
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Schedule A to TRADEMARK SECURITY AGREEMENT

Registered United States Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
U.S.	4,055,630	11/15/11	3/14/11	Position Logic, LLC	Position Logic Logo – New
U.S.	3,618,730	5/12/09	8/16/08	Position Logic, LLC	Position Logic Logo - Original
U.S.	3,618,729	5/12/09	8/16/08	Position Logic, LLC	Position Logic