

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORBCOMM INC.		10/10/2014	CORPORATION: DELAWARE
ORBCOMM LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
ORBCOMM LICENSE CORP.		10/10/2014	CORPORATION: DELAWARE
ORBCOMM AIS LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
ORBCOMM TERRESTRIAL LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
STARTRAK INFORMATION TECHNOLOGIES, LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
STARTRAK LOGISTICS MANAGEMENT SOLUTIONS, LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
ORBCOMM INDIA LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
ORBCOMM CHINA LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
ORBCOMM CIS LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
ORBCOMM AFRICA LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
ORBCOMM SOUTH AFRICA GATEWAY COMPANY LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
ORBCOMM CENTRAL AMERICA HOLDINGS LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
ORBCOMM INTERNATIONAL HOLDINGS LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
ORBCOMM INTERNATIONAL HOLDINGS 1 LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
ORBCOMM INTERNATIONAL HOLDINGS 2 LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
ORBCOMM INTERNATIONAL HOLDINGS 3 LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
GLOBALTRAK, LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
MOBILENET, LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
ORBCOMM SENS, LLC		10/10/2014	LIMITED LIABILITY COMPANY: DELAWARE

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Name	Formerly	Execution Date	Entity Type
			COMPANY: DELAWARE
AMERISCAN, INC.		10/10/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MACQUARIE CAF LLC
Street Address:	125 WEST 55TH STREET, 15TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1997245	ORBCOMM
Registration Number:	2449364	ORBCOMM
Registration Number:	2309041	HEALTHTRAK
Registration Number:	3514803	REEFERTRAK
Registration Number:	2956446	SERVICELOGIC
Registration Number:	2983874	CARGOWATCH
Registration Number:	3091104	GLOBALTRAK

CORRESPONDENCE DATA

Fax Number: 6508385109
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: 650-838-3743
Email: jlik@shearman.com
Correspondent Name: Joshua Steinberger
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	37635/5
NAME OF SUBMITTER:	Joshua Steinberger
SIGNATURE:	/Joshua Steinberger/
DATE SIGNED:	10/15/2014

Total Attachments: 12

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TRADEMARK

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 10, 2014 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of the Persons listed on the signature pages hereof (collectively, "Grantors") and Macquarie CAF LLC, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of October 10, 2014 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Loan Documents, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

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 Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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, each 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.

[Trademark Security Agreement]

TRADEMARK
REEL: 005382 FRAME: 0330

ORBCOMM INC.

By: 
Name: Marc Eisenberg
Title: Chief Executive Officer

ORBCOMM LLC

By: ORBCOMM INC., its sole member

By: 
Name: Marc Eisenberg
Title: Chief Executive Officer

ORBCOMM LICENSE CORP.

By: 
Name: Marc Eisenberg
Title: Chief Executive Officer

ORBCOMM AIS LLC

By: ORBCOMM INC., its sole member

By: 
Name: Marc Eisenberg
Title: Chief Executive Officer

ORBCOMM TERRESTRIAL LLC

By: ORBCOMM INC., its sole member

By: 
Name: Marc Eisenberg
Title: Chief Executive Officer

**STARTRAK INFORMATION TECHNOLOGIES,
LLC**

By: ORBCOMM INC., its sole membes

By:  _____

Name: Marc Eisenberg

Title: Chief Executive Officer

**STARTRAK LOGISTICS MANAGEMENT
SOLUTIONS, LLC**

By: ORBCOMM INC., its sole member

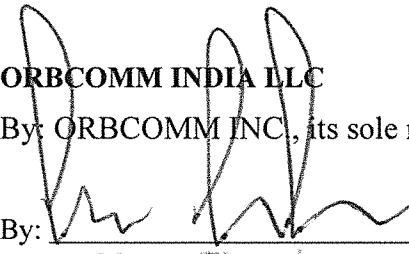
By:  _____

Name: Marc Eisenberg

Title: Chief Executive Officer

ORBCOMM INDIA LLC

By: ORBCOMM INC., its sole member

By:  _____

Name: Marc Eisenberg

Title: Chief Executive Officer

ORBCOMM CHINA LLC

By: ORBCOMM INC., its sole member

By:  _____

Name: Marc Eisenberg

Title: Chief Executive Officer

ORBCOMM CIS LLC

By: ORBCOMM INC., its sole member

By: 
Name: Marc Eisenberg
Title: Chief Executive Officer

ORBCOMM AFRICA LLC

By: ORBCOMM INC., its sole member

By: 
Name: Marc Eisenberg
Title: Chief Executive Officer

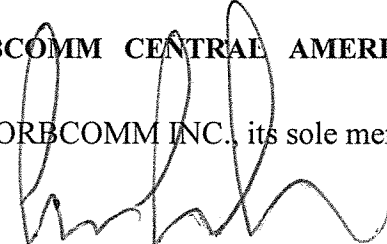
**ORBCOMM SOUTH AFRICA GATEWAY
COMPANY LLC**

By: ORBCOMM INC., its sole member

By: 
Name: Marc Eisenberg
Title: Chief Executive Officer

**ORBCOMM CENTRAL AMERICA HOLDINGS
LLC**

By: ORBCOMM INC., its sole member

By: 
Name: Marc Eisenberg
Title: Chief Executive Officer

ORBCOMM INTERNATIONAL HOLDINGS LLC

By: ORBCOMM INC., its sole member

By:  _____

Name: Marc Eisenberg

Title: Chief Executive Officer

**ORBCOMM INTERNATIONAL HOLDINGS 1
LLC**

By: ORBCOMM INC., its sole member

By:  _____

Name: Marc Eisenberg

Title: Chief Executive Officer

**ORBGOMM INTERNATIONAL HOLDINGS 2
LLC**

By: ORBCOMM INC., its sole member

By:  _____

Name: Marc Eisenberg

Title: Chief Executive Officer

**ORBCOMM INTERNATIONAL HOLDINGS 3
LLC**

By: ORBCOMM INC., its sole member

By:  _____

Name: Marc Eisenberg

Title: Chief Executive Officer

GLOBALTRAK, LLC

By: ORBCOMM INC., its sole member

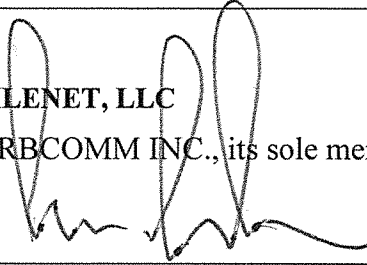
By:  _____

Name: Marc Eisenberg

Title: Chief Executive Officer

MOBILENET, LLC

By: ORBCOMM INC., its sole member

By:  _____

Name: Marc Eisenberg

Title: Chief Executive Officer

ORBCOMM SENS, LLC

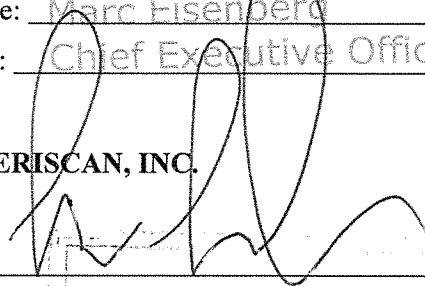
By: ORBCOMM INC., its sole member

By:  _____

Name: Marc Eisenberg

Title: Chief Executive Officer

AMERISCAN, INC.

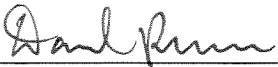
By:  _____


Name: Marc Eisenberg

Title: Chief Executive Officer

Accepted and Agreed:

MACQUARIE CAF LLC
as Collateral Agent

By: 
Name: **David Prince**
Title: **Authorized Signatory**

By: 
Name: **Althea Henedige**
Title: **Authorized Signatory**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

REGISTERED TRADEMARKS

Mark	Application Number	Filing Date	Registration Number	Registration Date	Current Owner
ORBCOMM	74/333,640	11/23/1992	1,997,245	08/27/1996	ORBCOMM LLC ¹
ORBCOMM	75/127,471	07/01/1996	2,449,364	05/08/2001	ORBCOMM LLC
HEALTHTRAK	75/579,868	10/30/1998	2,309,041	01/18/2000	STARTRAK INFORMATION TECHNOLOGIES, LLC
REEFERTRAK	77/179,265	05/11/2000	3,514,803	10/14/2008	STARTRAK INFORMATION TECHNOLOGIES, LLC
SERVICELOGIC			2,956,446	5/31/2005	STARTRAK INFORMATION TECHNOLOGIES, LLC

¹ All ORBCOMM LLC trademarks in this table and the attached lists are subject to a security assignment in favor of Michael Griedman, *et al* securing an issue of convertible notes and recorded November 14, 2002. The underlying notes were paid or converted to preferred stock of ORBCOMM Inc. in February 2004 per Company financial statements, extinguishing the lien of the assignment. It is now impractical to obtain releases from all former note holders.

CARGOWATCH	78/226713	12/18/2003	2,983,874	8/9/2005	STARTRAK LOGISTICS MANAGEMENT SOLUTIONS, LLC
GlobalTrak	78/375471	2/27/2004	3,091,104	5/9/2006	GLOBALTRAK, LLC
CARGOWATCH	3537958	11/11/2003	3537958	3/15/2006	STARTRAK LOGISTICS MANAGEMENT SOLUTIONS, LLC
CARGOWATCH	T0318358E	11/12/2003	T0318358E	11/12/2003	STARTRAK LOGISTICS MANAGEMENT SOLUTIONS, LLC
CARGOWATCH	T0318357G	11/12/2003	T0318357G	11/12/2003	STARTRAK LOGISTICS MANAGEMENT SOLUTIONS, LLC

UNREGISTERED TRADEMARKS

Mark	Owner
STARTRAK	Startrak Information Technologies, LLC
SENTRY (in conjunction with "REEFERTRAK")	Startrak Information Technologies, LLC
MARINER (in conjunction with "REEFERTRAK")	Startrak Information Technologies, LLC
COMMANDER (in conjunction with "REEFERTRAK")	Startrak Information Technologies, LLC
SCOUT (in conjunction with "REEFERTRAK")	Startrak Information Technologies, LLC
DATAGATE	Startrak Information Technologies, LLC
ALWAYS-ON	Startrak Information Technologies, LLC
GENTRAK	Startrak Information Technologies, LLC
LOADWEIGH	Startrak Information Technologies, LLC
REEFERTRIP	Startrak Information Technologies, LLC
WAGONTRAK	Startrak Information Technologies, LLC
MICROLOGIC	Startrak Information Technologies, LLC
CELOGIC	Startrak Information Technologies, LLC
MobileNet	MobileNet LLC
MobileNet Central	MobileNet LLC
FleetEdge	MobileNet LLC
SENS	ORBCOMM SENS, LLC
AMERISCAN	Americscan, Inc.
Orbcomm, LLC	ORBCOMM (in Thailand)
Orbcomm, LLC	ORBCOMM (in Uruguay)