

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREATIVE MOBILE TECHNOLOGIES, LLC		04/03/2015	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	3950 Regent Boulevard, S2B-240		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	86026048	CMM CREATIVE MOBILE MEDIA	
Serial Number:	86334791	CREATIVE MOBILE TECHNOLOGIES	
Serial Number:	86296645	CABCONNECT	
Registration Number:	4655276	CMT	
Registration Number:	4590282	RIDELINQ	
Serial Number:	85549274	CREATIVE MOBILE MEDIA	
Serial Number:	85549210	CMM	
Registration Number:	4526369	VIP MOBILE	
Registration Number:	4526367	VIP MOBILE	
Registration Number:	3860447	CREATIVE MOBILE TECHNOLOGIES CMT	
Registration Number:	3860341	CREATIVE MOBILE TECHNOLOGIES	
Registration Number:	3860339	CREATIVE MOBILE TECHNOLOGIES	
Registration Number:	3860338	CREATIVE MOBILE TECHNOLOGIES	
Registration Number:	3475067	CMT	
Registration Number:	3474958	CREATIVE MOBILE TECHNOLOGIES CMT	
Registration Number:	3474939	CREATIVE MOBILE TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	2136305788		

CH \$415.00 86026048

TRADEMARK

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: 213-891-5935
Email: hpanneck@buchalter.com
Correspondent Name: Helen Panneck c/o Buchalter Nemer
Address Line 1: 1000 Wilshire Blvd., Ste.1500
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	C3811-0103
NAME OF SUBMITTER:	Helen Panneck
SIGNATURE:	/Helen Panneck/
DATE SIGNED:	04/07/2015

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is made as of April 3, 2015 by and between Creative Mobile Technologies, LLC ("Debtor") and Citibank, N.A. ("Secured Party"). All initially capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Security Agreement.

RECITALS

A. From time to time Secured Party has made certain financial accommodations to Debtor (the "Loan") secured by the Collateral, as that term is defined in the General Security Agreement dated as of August 13, 2009 (as amended and supplemented from time to time through the date hereof, the "Security Agreement").

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as security for the prompt and complete payment of the Loan and of its obligations under the Security Agreement, Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Security Agreement, Debtor grants and pledges to Secured Party a security interest in all of Debtor's right, title and interest in, to and under the Intellectual Property Collateral, including without limitation the Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted hereunder are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement, 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first written above.

DEBTOR:

Address of Debtor:

11-51 47th Avenue

Long Island

New York, 11101

Attn: Ronald Sherman, CEO

Creative Mobile Technologies, LLC

By:  _____

CEO

Its: _____

CEO

SECURED PARTY

Address of Secured Party:

3950 Regent Blvd. S2B-240

Irving

Texas 75063

Citibank, N.A.

By:  _____

Its: _____

Senior Vice President

Jonathan B. Weiner, SVP
Commercial Banking
1 Court Square, 42nd Floor
Long Island City, NY 11120
Tel. 718-248-2655 Fax 347-464-0651

Exhibit A

Copyrights

Description

**Registration/
Application Number**

**Registration/
Application Number**

None.

Exhibit B

Patents

Status	Patent Description	Reg. No. / Serial No.	Reg. Date/ File Date
Issued	PASSENGER INFORMATION MODULE WITH TOUCH SCREEN DISPLAY	D638,347	05-24-11
Issued	PASSENGER INFORMATION MODULE WITH PAYMENT SCREEN OF GRAPHICAL USER INTERFACE	D698,805	02-04-14
Issued	CREDIT CARD PROCESSING FOR A VEHICLE FLEET	8,880,868	08-12-14
Issued	PASSENGER INFORMATION MODULE WITH MAP SPLIT SCREEN OF GRAPHICAL USER INTERFACE	D698,804	02-04-14
Issued	PASSENGER INFORMATION MODULE WITH TOUCH SCREEN GRAPHICAL USER INTERFACE HAVING A SET OF SCREENS	D681,046	08-30-13
Issued	PASSENGER INFORMATION MODULE WITH MAIN START SCREEN OF GRAPHICAL USER INTERFACE	D698,802	02-04-14
Issued	PASSENGER INFORMATION MODULE WITH ON DEMAND CHANNEL SCREEN OF GRAPHICAL USER INTERFACE	D698,803	02-04-14

Exhibit C

Trademarks

Status	Trademarks	Reg. No. / Serial No.	Reg. Date/ File Date
Pending	CMM CREATIVE MOBILE MEDIA	86026048	08-01-13
Pending	CREATIVE MOBILE TECHNOLOGIES	86334791	07-11-14
Pending	CABCONNECT	86296645	05-30-14
Registered	CMT	4655276	12-16-14
Registered	RIDELINQ	4590282	08-19-14
Pending	CREATIVE MOBILE MEDIA	85549274	02-22-12
Pending	CMM	85549210	02-22-12
Registered	VIP MOBILE	4526369	05-06-14
Registered	VIP MOBILE	4526367	05-06-14
Registered	CREATIVE MOBILE TECHNOLOGIES CMT	3860447	10-12-10
Registered	CREATIVE MOBILE TECHNOLOGIES	3860341	10-12-10
Registered	CREATIVE MOBILE TECHNOLOGIES	3860339	10-12-10
Registered	CREATIVE MOBILE TECHNOLOGIES	3860338	10-12-10
Registered	CMT	3475067	07-29-08
Registered	CREATIVE MOBILE TECHNOLOGIES CMT	3474958	07-29-08
Registered	CREATIVE MOBILE TECHNOLOGIES	3474939	07-29-08