

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XPLORE TECHNOLOGIES CORPORATION OF AMERICA		04/17/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4684661	BOBCAT	
Serial Number:	86247057	XDIM G2	
Serial Number:	86246984	RANGERX	
Serial Number:	86245441	XC6	
Registration Number:	4129528	IX104C5	
Registration Number:	3729219	XPLORE TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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>			
Phone:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	Square 1 Bank		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	LEE CONNER		

CH \$165.00 4684661

SIGNATURE:	/LEE CONNER-adb/
DATE SIGNED:	04/20/2015
Total Attachments: 7 source=Xplore Technologies Corproation of America - Intellectual Property Security Agreement 4-17-2015#page1.tif source=Xplore Technologies Corproation of America - Intellectual Property Security Agreement 4-17-2015#page2.tif source=Xplore Technologies Corproation of America - Intellectual Property Security Agreement 4-17-2015#page3.tif source=Xplore Technologies Corproation of America - Intellectual Property Security Agreement 4-17-2015#page4.tif source=Xplore Technologies Corproation of America - Intellectual Property Security Agreement 4-17-2015#page5.tif source=Xplore Technologies Corproation of America - Intellectual Property Security Agreement 4-17-2015#page6.tif source=Xplore Technologies Corproation of America - Intellectual Property Security Agreement 4-17-2015#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 17, 2015 by and between SQUARE 1 BANK ("*Bank*") and XPLORE TECHNOLOGIES CORPORATION OF AMERICA, a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and Xplore Technologies Corp., a Delaware corporation, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extensions of credit by the Bank pursuant to the Loan Agreement are subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor'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, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those 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 (collectively, "Intellectual Property Collateral").

This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to each such party as a matter of law or equity. Each right, power and remedy of each party hereto provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights,

powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank or Grantor, of any or all other rights, powers or remedies. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

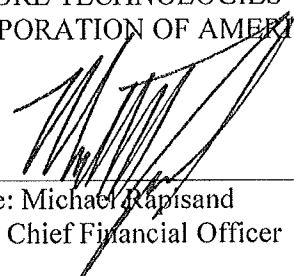
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date hereof. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

XPLORE TECHNOLOGIES
CORPORATION OF AMERICA

By 
Name: Michael Rapisand
Title: Chief Financial Officer

Address of Grantor:

14000 Summit Drive #900
Austin, TX 78728

Bank:

Square 1 Bank

By _____
Name _____
Title _____

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page to Intellectual Property Security Agreement (XTCA)]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

XPLORE TECHNOLOGIES
CORPORATION OF AMERICA


By _____
Name: Michael Rapisand
Title: Chief Financial Officer

Address of Grantor:

14000 Summit Drive #900
Austin, TX 78728

Bank:

Square 1 Bank

By 
Name RICHARD SUHL
Title S. J. P.

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page to Intellectual Property Security Agreement (XTCA)]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None	None	None

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
None	None	None

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
BOBCAT	4684661	Registered 2/10/15
XDIM G2	86247057	Allowed 10/21/14
RANGERX	86246984	Allowed 10/21/14
XC6	86245441	Allowed 10/21/14
IX104C5	4129528	Registered 4/17/12
XPLORE TECHNOLOGIES	3729219	Registered 12/22/09