TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339807

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DIGITAL LEASH LLC		04/27/2015	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1525 WEST W.T. HARRIS BLVD.
Internal Address:	MAC D1109-019/SYNDICATION AGENCY SERVICES
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4653558	PROTECTCELL
Registration Number:	3588087	PROTECT CELL
Registration Number:	4013796	ID RESCUE
Serial Number:	85833814	PAYUSLATER

CH $115.00 4653558

CORRESPONDENCE DATA

Fax Number: 9495676710

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: 949-567-6700
Email: achen@orrick.com
Correspondent Name: Orrick, Herrington & Sutcliffe LLP
Address Line 1: 2050 Main Street, Suite 1100
Address Line 2: IP Prosecution Department
Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	1696.557
NAME OF SUBMITTER:	Lauren Seaton
SIGNATURE:	/Lauren Seaton/
DATE SIGNED:	04/30/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 27, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entity identified as a grantor on the signature pages hereto (the "Grantor") in favor of Wells Fargo Bank, National Association, as administrative agent for the benefit of the Secured Creditors (as defined in the Amended and Restated Security Agreement referred to below) (in such capacity together with its successors and permitted assigns, the "Administrative Agent").

WHEREAS, the Grantor is party to an Amended and Restated Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Amended and Restated Security Agreement") among the Grantor and the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein shall have the meanings given to them in the Amended and Restated Security Agreement and the Amended and Restated Credit Agreement (as defined in the Amended and Restated Security Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor (including, if the Grantor is a Guarantor, the Secured Obligations of the Grantor arising under the Amended and Restated Subsidiary Guaranty Agreement), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Creditors, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Creditors, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office ("USPTO"), including the registrations and registrations applications

listed in Schedule A hereto, or in any similar office or agency of the United States, any state or territory thereof or any other country or any political subdivision thereof,

(ii) all reissues, extensions or renewals of the Trademark Collateral,

(iii) all goodwill associated with or symbolized by the Trademark Collateral,

(iv) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(v) all rights corresponding to the foregoing throughout the world, and

(vi) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any "intent-to-use" application for registration of a Trademark but only during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Federal law.

SECTION 3. AMENDED AND RESTATED SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Creditors pursuant to the Amended and Restated Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended and Restated 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 Agreement is deemed to conflict with the Amended and Restated Security Agreement, the provisions of the Amended and Restated Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent indemnity obligations not yet due). Upon the termination of this Agreement, the Administrative Agent shall, at the expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

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SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Agreement may be executed by one or more of the parties thereto on any number of separate counterparts (including by telecopy or by email, in pdf format), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement and the Amended and Restated Security Agreement constitute the entire agreement among the parties hereto regarding the subject matters hereof and thereof and supersede all prior agreements and understandings, oral or written, regarding such subject matters. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or by email, in pdf format, shall be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DIGITAL LEASH LLC

By:_____

Name: Walter P. Mascherin
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: _____

Name: Kevin S. Hawkins
Title: Senior Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark	Registered Owner	Serial No. / Registration No.	Type of Mark
PROTECTCELL	Digital Leash LLC	85876997/ 4653558	Service Mark
PROTECT CELL	Digital Leash LLC	77261864 3588087	Service Mark
ID RESCUE	Digital Leash LLC	85114319 4013796	Service Mark
PAYUSLATER	Digital Leash LLC	85833814	Service Mark