

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spireon, Inc.		10/26/2014	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Serial Number:	86543119	GOLDSTAR ADVISOR	
Serial Number:	86473574	GOLDSTAR NOTIFIER	
Serial Number:	86469181	GOLDSTAR INDICATOR	
Serial Number:	86469155	GOLDSTAR LOCATOR	
Serial Number:	86404257	REFERENCE GENIE	
Serial Number:	86404231	LOCATION GENIE	
Serial Number:	86406787	SERVICEVISION	
Serial Number:	86225712	STIP VERIFIER	
Serial Number:	85802831	MYGOLDSTARGPS	
Serial Number:	85957498	NSPIRE M2M PLATFORM	
Serial Number:	85880816	FLEETLOCATE	
Serial Number:	85802792	GOLDSTARCMS	
Serial Number:	85780426	RIDERSEYE GPS GUIDED BY SPIREON	
Serial Number:	85727913	LOANPLUSCMS GUIDED BY SPIREON	
Serial Number:	85727038	VEHICLEPATH GUIDED BY SPIREON	
Serial Number:	85688470	TALON	
Serial Number:	85650356	ENFOTRACE GPS GUIDED BY SPIREON	
Serial Number:	85649320	FLEETLOCATE GUIDED BY SPIREON	
Serial Number:	85549125	GOLDSTARGPS GUIDED BY SPIREON	

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Property Type	Number	Word Mark
Serial Number:	85530936	LOANPLUS EXPRESS
Serial Number:	85504918	SPIREON GUIDING BUSINESS INTELLIGENCE
Serial Number:	85504907	SPIREON GUIDING BUSINESS INTELLIGENCE
Serial Number:	85504750	SPIREON GUIDING BUSINESS INTELLIGENCE
Serial Number:	85504733	SPIREON GUIDING BUSINESS INTELLIGENCE
Serial Number:	85503230	SPIREON
Serial Number:	85503213	SPIREON
Serial Number:	85503169	SPIREON
Serial Number:	85503147	SPIREON
Serial Number:	85496303	SERVICEPLUS
Serial Number:	85496281	SERVICE+
Serial Number:	85495967	GUIDING BUSINESS INTELLIGENCE
Serial Number:	85495932	GUIDING BUSINESS INTELLIGENCE
Serial Number:	85495871	GUIDING BUSINESS INTELLIGENCE
Serial Number:	85440017	ENFOTRACE AFFORDABLE GPS TRACKING
Serial Number:	85439697	ENFOTRACE AFFORDABLE GPS TRACKING

CORRESPONDENCE DATA

Fax Number: 8586385130

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: 858-677-1400

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 4365 Executive Drive, Suite 1100

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	354271-352
NAME OF SUBMITTER:	Troy Zander
SIGNATURE:	/s/ Troy Zander
DATE SIGNED:	06/09/2015

Total Attachments: 6

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and SPIREON INC. ("Grantor") and amends and restates, in its entirety, that certain Intellectual Property Security Agreement entered into by Borrower and Bank dated as of October 26, 2011 (the "Original IP Agreement")

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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, of any or all other rights, powers or remedies.

Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original Agreement. All security interests granted under the Original Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

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


Address of Grantor:

17600 Gillette Ave, Suite 100
Irvine, CA 92614

Attn: Rita Parvaneh

GRANTOR:

SPIREON, INC.

By: 
Title: CFO

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

BANK:

SILICON VALLEY BANK


By: 
Title: Vice President

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Apparatus and method for simulating a vehicle tracking device in a vehicle	8368561	2/5/13
Method for retrieving vehicular collateral	6025774	2/15/00
Method for retrieving vehicular collateral	6249217	6/19/01
Apparatus and method for simulating a vehicle tracking device in a vehicle	8462021	6/11/13
Geospatial data based assessment of driver behavior	8510200	8/13/13
System for communicating between a trailer tracking device, a truck tracking device, and a central monitoring station	8760274	6/24/14
Switch and actuator coupling in a chassis of a container associated with an intermodal	8933802	1/13/15
GPS trailer tracking device	D700081	2/25/14
Cargo sensor	D727757	4/28/15
Mediation device	D727758	4/28/15
Alert generation based on a geographic transgression of a vehicle	13310629	12/2/11
Geospatial data based assessment of risk associated with a vehicular security interest in a vehicular loan portfolio	13328070	12/16/11
Security cable monitoring system	13476278	5/21/12
Battery monitoring system	13479403	5/24/12
Conditionally permitting access of tracked geospatial location data of a vehicle of a borrower by a lending institution	13584848	8/14/12
Application of a value data to a profile of a vehicle based on location of the vehicle	13613185	9/13/12
Safety distance monitoring of adjacent vehicles	13633892	10/3/12
Alert generation based on a geographic transgression of a vehicle associated with a collateral	13649120	10/11/12
Apparatus and method for detecting unauthorized removal of asset tracking device	13683068	11/21/12
Vehicular geospatial data based measurement of risk associated with a security interest in a loan/lease portfolio	13710954	12/11/12
Server abstracted messaging system	13832199	3/15/13
Container verification through an electrical receptacle and plug associated with a container and a transport vehicle of an intermodal freight transport system	13898493	5/21/13
Geospatial data based assessment of driver behavior	13941471	7/13/13
Mobile device regulation through a diagnostic device of a vehicle to minimize vehicular accidents	13943800	7/17/13
Automated power cycling unit of a data processing device	14013034	8/29/13
Veracity determination through comparison of a geospatial location of a vehicle with a provided data	14014360	8/30/13
Geospatial data based assessment of fleet driver behavior	14022241	9/10/13
Fraud minimization and analytics through geospatial comparison of vehicle location and transaction status	13552677	7/19/12

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
PLATFORM 7	85387256	08/02/11
PLATFORM 7	85387174	08/02/11
LOAN +	3996162	07/19/11
LOANPLUS	3996060	07/19/11
THE SHUTTLE	85127922	09/13/10
THE DECOY	3939293	03/29/11
THE ROCKETGPS	3918232	02/08/11
SYSLOCATE	3294139	09/18/07
MOBILE SECURE ZONE	3330461	11/06/07
REPO TRACE	77882150	11/30/09
REPO TRACE	77882187	11/30/09
THE VAULT	77841552	10/05/09
REPOTRACK	77882200	11/30/09
REPOTRACK	77882171	11/30/09
REPO TRACE	3867482	10/26/10
REPO TRACE	3866774	10/26/10
THE CUBE	3692364	10/06/09
GOLDSTAR GPS	77365578	1/7/08
GOLDSTAR GPS	77361014	12/28/07
TRAKSMS	77182077	5/16/07
TRAKSMS	77182072	5/16/07
THE WEDGE	85423187	9/15/11
RIDERS EYE	85405541	8/24/11
PLUG & PLAY GPS TRACKING	85245059	2/17/11
VR VEHICLE RECOVER	85234324	2/4/11
TEMPDEFENDER	85141836	9/30/10
V VEHICLEPATH REAL-TIME GPS VEHICLE TRACKING	85134246	9/21/10
EYEONYOU	85048704	5/26/10
EYEWATCH	85048702	5/26/10
RENTALEYE	85048700	5/26/10
VEHICLEPATH	77597362	10/21/08
ENFOTRACE	77954368	3/9/10
TING MY AUTO	77954002	3/9/10
TING MY AUTO	77953975	3/9/10
THEFT ALERT	77932460	2/10/10
BIKE GPS TRACKING	77932242	2/10/10
SATTRACK	77895506	12/17/09
SATTRACK	77895475	12/17/09
V VEHICLEPATH REAL-TIME GPS VEHICLE TRACKING	77699647	3/26/09
FLEETLOCATE	77698487	3/25/09
RENTALSTAR GPS	77591110	10/13/08
RENTALSTAR GPS	77590534	10/10/08
CONTRACTOR GPS	77416193	3/7/08
CONTRACTOR GPS	77272124	9/5/07
CONTRACTOR GPS	77272102	9/5/07
CONTRACTOR GPS	77416166	3/7/08
SAT TRACK	77143398	3/29/07
POSI-TRACK	77360821	12/28/07
POSI-TRACK	77360806	12/28/07
GOLDSTAR ADVISOR	86543119	2/23/15

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
GOLDSTAR NOTIFIER	86473574	12/8/14
GOLDSTAR INDICATOR	86469181	2/2/14
GOLDSTAR LOCATOR	86469155	12/2/14
REFERENCE GENIE	86404257	9/24/14
LOCATION GENIE	86404231	9/24/14
SERVICEVISION	86406787	9/26/14
STIP VERIFIER	86225712	3/19/14
MYGOLDSTARGPS	85802831	12/14/12
NSPIRE M2M PLATFORM	85957498	6/12/13
FLEETLOCATE	85880816	3/20/13
GOLDSTARCMS	85802792	12/14/12
RIDERSEYE GPS GUIDED BY SPIREON	85780426	11/15/12
LOANPLUSCMS GUIDED BY SPIREON	85727913	9/13/12
VEHICLEPATH GUIDED BY SPIREON	85727038	9/12/12
TALON	85688470	7/27/12
ENFOTRACEGPS GUIDED BY SPIREON	85650356	6/13/12
FLEETLOCATE GUIDED BY SPIREON	85649320	6/12/12
GOLDSTARGPS GUIDED BY SPIREON	85549125	2/22/12
LOANPLUS EXPRESS	85530936	2/1/12
SPIREON GUIDING BUSINESS INTELLIGENCE	85504918	12/28/11
SPIREON GUIDING BUSINESS INTELLIGENCE	85504907	12/28/11
SPIREON GUIDING BUSINESS INTELLIGENCE	85504750	12/28/11
SPIREON GUIDING BUSINESS INTELLIGENCE	85504733	12/28/11
SPIREON	85503230	12/23/11
SPIREON	85503213	12/23/11
SPIREON	85503169	12/23/11
SPIREON	85503147	12/23/11
SERVICEPLUS	85496303	12/15/11
SERVICE+	85496281	12/15/11
GUIDING BUSINESS INTELLIGENCE	85495967	12/15/11
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ENFOTRACE AFFORDABLE GPS TRACKING	85440017	10/5/11
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