

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348761

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GPS Industries, LLC		07/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fortress Credit Co LLC		
<b>Street Address:</b>	10250 Constellation Boulevard		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4610624	CONNECTED	
<b>Serial Number:</b>	86119872	CONNECTIVITY	
<b>Serial Number:</b>	86119869	CONNECT	
<b>Serial Number:</b>	86119865	CONNECTED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105528061		
<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>			
<b>Phone:</b>	310-551-8755		
<b>Email:</b>	pto-cc@gibsondunn.com		
<b>Correspondent Name:</b>	Mandy Robertson-Bora		
<b>Address Line 1:</b>	2029 Century Park East, Suite 4000		
<b>Address Line 2:</b>	GIBSON, DUNN & CRUTCHER		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067-3026		
<b>ATTORNEY DOCKET NUMBER:</b>	30963-00063		
<b>NAME OF SUBMITTER:</b>	Mandy Robertson-Bora		
<b>SIGNATURE:</b>	/mandy robertson-bora/		
<b>DATE SIGNED:</b>	07/21/2015		
<b>Total Attachments: 5</b>			

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source=GPSI\_Fortress - Trademark Security Agreement (EXECUTED)#page5.tif

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of July 21, 2015 is made by GPS Industries, LLC, a Delaware limited liability company, with its place of business located at 1074 North Orange Ave., Sarasota, Florida (the "**Grantor**"), in favor of Fortress Credit Co LLC ("**Fortress**"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 21, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the "**Credit Agreement**"), among, *inter alios*, GPSI Leasing, LLC, a Delaware limited liability company (the "**Lead Borrower**"), GPSI Leasing II-Accord, LLC, a Delaware limited liability company (the "**Additional Borrower**" and, together with the Lead Borrower, the "**Borrowers**"), the other Credit Parties, the Lenders from time to time party thereto and Fortress, as the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty and Security Agreement**"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "**Trademark Collateral**"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for and (to the extent provided for in the Guaranty and Security Agreement) maintain full discretion in connection with any prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

GPS INDUSTRIES, LLC,  
as Grantor

By:   
Name: Benjamin Porter  
Title: Chief Executive Officer

FORTRESS CREDIT CO LLC,  
ACCEPTED AND AGREED  
as of the date first above written:

as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the 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.

GPS INDUSTRIES, LLC,  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

FORTRESS CREDIT CO LLC,  
as Administrative Agent

By: \_\_\_\_\_  
Name: CONSTANTINE M. DAKOLIAS  
Title: PRESIDENT

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Int'l Class(es)	Registration No. / Serial No. and Dates	Status	Current Owner
<b>CONNECTED</b>	009	Reg. No. 4,610,624 Reg. Date: 09/23/2014	Registered	GPS Industries, LLC (Sarasota, FL)

2. TRADEMARK APPLICATIONS

Mark	Int'l Class(es)	Registration No. / Serial No. and Dates	Status	Current Owner
<b>CONNECTIVITY</b>	009, 012	Serial No. 86119872 Filing Date: 11/15/2013	Pending Application	GPS Industries, LLC (Sarasota, FL)
<b>CONNECT</b>	009, 012	Serial No. 86119869 Filing Date: 11/15/2013	Pending Application	GPS Industries, LLC (Sarasota, FL)
<b>CONNECTED</b>	012	Serial No. 86119865 Filing Date: 11/15/2013	Pending Application	GPS Industries, LLC (Sarasota, FL)

3. IP LICENSES

None.