

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351929

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Autonet Mobile, Inc. | | 08/17/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Western Alliance Bank | | |
| Street Address: | 55 Almaden Blvd. | | |
| Internal Address: | Suite 100 | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95113 | | |
| Entity Type: | CORPORATION: ARIZONA | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4665761 | AUTONET MOBILE CARKEY | |
| Registration Number: | 4170833 | CARFI | |
| Registration Number: | 4232643 | AUTONET | |
| Registration Number: | 4178388 | AUTONET MOBILE | |
| Registration Number: | 3633195 | AUTONET | |
| Registration Number: | 3945949 | AUTONET MOBILE | |
| Registration Number: | 3883872 | CARFI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2136305601 | | |
| <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: | 213-891-5739 | | |
| Email: | wwolff@buchalter.com | | |
| Correspondent Name: | William Wolff | | |
| Address Line 1: | c/o Buchalter Nemer 1000 Wilshire Blvd. | | |
| Address Line 2: | Suite 1500 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90017 | | |
| ATTORNEY DOCKET NUMBER: | B7285-0292 | | |
| NAME OF SUBMITTER: | William Wolff | | |

CH \$190.00 4665761

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|--|-----------------|
| SIGNATURE: | /William Wolff/ |
| DATE SIGNED: | 08/19/2015 |
| Total Attachments: 7 source=Autonet IPSA#page1.tif source=Autonet IPSA#page2.tif source=Autonet IPSA#page3.tif source=Autonet IPSA#page4.tif source=Autonet IPSA#page5.tif source=Autonet IPSA#page6.tif source=Autonet IPSA#page7.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 17, 2015, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and AUTONET MOBILE, INC., a Delaware corporation ("Grantor") is made with reference to the Business Financing Agreement, dated as of August 17, 2015 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any "intent to use" trademark applications to the extent that, and solely 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

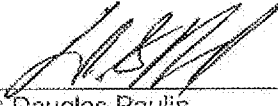
(Remainder of page intentionally left blank.)

(Signature pages to follow.)

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

GRANTOR:

AUTONET MOBILE, INC.,
a Delaware corporation

By: 
Name: Douglas Paulin
Title: Chief Financial Officer


Address for Notices:
Attn: Neena Bonetti
Autonet Mobile, Inc.
3836 N Laughlin Road # 150
Santa Rosa, CA 95403
Tel: (415) 223-0316
Fax: (415) 276-2338

[INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005602 FRAME: 0712

LENDER:

**WESTERN ALLIANCE BANK,
AN ARIZONA CORPORATION**

By: 
Name: David Feiock
Title: Vice President

Address for Notices:

Attn: Lee Shodiss
55 Almaden Blvd. Ste. 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

[INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005602 FRAME: 0713

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

| <u>Type of Work:</u> | <u>Title:</u> | <u>International Standard Serial Number (ISSN):</u> | <u>Registration Number:</u> | <u>Filing Date:</u> | <u>Preregistered?</u> |
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EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

| <u>Mark / Title:</u> | <u>U.S. Serial Number: /</u> <u>U.S. Registration</u> <u>Number:</u> | <u>Filing Date:</u> |
|---|--|--|
| AUTONET MOBILE CAREKEY | 86106718/ 4665761 | October 31, 2013 (S) January 6, 2015 (R) |
| CARFI | 85454412/ 4170833 | October 24, 2011 (S) July 10, 2012 (R) |
| AUTONET | 85454391/ 4232643 | October 24, 2011 (S) October 30, 2012 (R) |
| AUTONET MOBILE | 85454342/ 4178388 | October 24, 2011 (S) July 24, 2012 (R) |
| Autonet | 78734148/ 3633195 | October 17, 2005 (S) June 2, 2009 (R) |
|  | 77980131/ 3945949 | September 21, 2006 (S) April 12, 2011 (R) |
| carfi | 77795816/ 3883872 | August 3, 2009 (S) November 30, 2010 (R) |

EXHIBIT C

PATENTS

Please Check if No Patents Exist

| <u>Title:</u> | <u>Patent Number:</u> | <u>Patent Application Published Number:</u> | <u>Published Date</u> | <u>Issue Date:</u> |
|---|-----------------------|---|-----------------------|--------------------|
| Mobile router network method with billing reconciliation | 8,842,650 | | | September 23, 2014 |
| Mobile router network operations center with billing reconciliation | 8,817,765 | | | August 26, 2014 |
| Mobile router configured for billing reconciliation | 8,817,764 | | | August 26, 2014 |
| Wireless mobile router network with billing reconciliation | 8,817,763 | | | August 26, 2014 |
| Network server billing reconciliation method for a wireless mobile router network | 8,537,800 | | | September 17, 2013 |
| Mobile router network server method with billing reconciliation | 8,542,661 | | | September 24, 2013 |