

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354188

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Motor Vehicle Software Corporation		09/04/2015	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Triangle Capital Corporation
Street Address:	3700 Glenwood Avenue, Suite 530
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27612
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3429943	DMVDESK
Registration Number:	4567105	REGISTRATION STATION
Serial Number:	86164264	DEMAND MORE. MVSC
Serial Number:	86164291	DEMAND MORE. MVSC MOTOR VEHICLE SOFTWARE
Serial Number:	86530375	DMVDESK
Serial Number:	85951469	DMVFLEET
Serial Number:	86400704	DRYVR
Serial Number:	86164279	MVSC
Serial Number:	86530357	RMP
Serial Number:	86668906	VITU

CORRESPONDENCE DATA

Fax Number: 9198216800

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: (919)838-2034

Email: pkarmire@smithlaw.com

Correspondent Name: Smith Anderson Law Firm

Address Line 1: 150 Fayetteville Street

Address Line 2: Suite 2300; Attn Perky L. Karmire

OP \$265.00 3429943

Address Line 4: Raleigh, NORTH CAROLINA 27601

NAME OF SUBMITTER: Perky L. Karmire

SIGNATURE: /s/ Perky L. Karmire

DATE SIGNED: 09/06/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of September 4, 2015, is entered into by and between **MOTOR VEHICLE SOFTWARE CORPORATION**, a California corporation (the "Grantor"), and **TRIANGLE CAPITAL CORPORATION** (the "Assignee"), as Collateral Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee, the Grantor and certain other parties, and (ii) that certain Senior Subordinated Secured Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), between, among others, the Grantor, the Assignee, certain other parties and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the registered Trademarks set forth on Schedule A hereto as of the date hereof.

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 and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired or arising and wherever located by the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof; provided however, no United States intent-to-use trademark or service mark application shall be deemed a "Trademark" 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 or service mark application under law (including where a

statement of use has not been filed with, and accepted by, the United Patent and Trademark Office).

(b) As of the date hereof, Schedule A hereto contains a true and accurate list of all of the federally registered United States Trademark registrations and applications for the registration of United States federal Trademarks (excluding Internet domain names) owned by the Grantor as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. Subject to the terms and conditions of the Credit Agreement and Guarantee and Collateral Agreement, the Grantor additionally agrees to execute any additional instruments and take such further action as the Assignee reasonably deems necessary to perfect, protect, ensure the priority of or continue the Assignee's Lien on any Trademarks owned or subsequently acquired by the Grantor that constitute Collateral or to effect the purposes of this Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

5. Subordination Agreement

Notwithstanding anything to the contrary contained herein, the Assignee and each Lender acknowledges that the Obligations (including payment obligations) under the Loan Documents and the Liens and security interests granted to the Assignee and the Lenders pursuant to the Security Documents and the exercise of any right or remedy by Assignee and the Lenders hereunder and thereunder are subordinated in the manner set forth in, and otherwise subject to the provisions of, the Subordination Agreement. In the event of any conflict between the terms of

the Subordination Agreement and the Security Documents, the terms of the Subordination Agreement shall govern and control.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

TRIANGLE CAPITAL CORPORATION,
as Collateral Agent

By: _____

Name: Matthew A. Young

Title: Managing Director

Address of Assignee:

Triangle Capital Corporation
3700 Glenwood Avenue, Suite 530
Raleigh, NC 27612
Attn: Matthew A. Young
Facsimile No.: (919) 718-4777
Email: myoung@tcap.com

GRANTOR:

MOTOR VEHICLE SOFTWARE CORPORATION

By: _____

Name: Kelly Kimball

Title: Executive Chairman

Mailing address:

2912A CAHUCCO ST 2nd
Dacula Hills, GA

Attn: Kelly Kimball

Facsimile No.:

Email: Kelly@MVSUSA.com

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Motor Vehicle Software Corporation	USPTO	3429943	May 20, 2008	July 23, 2007	Motor Vehicle Software Corporation	DMVDESK
Motor Vehicle Software Corporation	USPTO	4567105	July 15, 2014	October 30, 2013	Motor Vehicle Software Corporation	REGISTRATION STATION

Pending Trademark Applications

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Motor Vehicle Software Corporation	USPTO	86/164264	January 13, 2014	Motor Vehicle Software Corporation	DEMAND MORE. MVSC
Motor Vehicle Software Corporation	USPTO	86/164291	January 13, 2014	Motor Vehicle Software Corporation	DEMAND MORE. MVSC MOTOR VEHICLE SOFTWARE CORPORATION & Design
Motor Vehicle Software Corporation	USPTO	86/530375	February 10, 2015	Motor Vehicle Software Corporation	DMVDESK
Motor Vehicle Software Corporation	USPTO	85/951469	June 5, 2013	Motor Vehicle Software Corporation	DMVFLEET
Motor Vehicle Software Corporation	USPTO	86/400704	September 19, 2014	Motor Vehicle Software Corporation	DRYVR

Motor Vehicle Software Corporation	USPTO	86/164279	January 13, 2014	Motor Vehicle Software Corporation	MVSC
Motor Vehicle Software Corporation	USPTO	86/530357	February 10, 2015	Motor Vehicle Software Corporation	RMP
Motor Vehicle Software Corporation	USPTO	86/668906	June 19, 2015	Motor Vehicle Software Corporation	VITU