

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inthinc Technology Solutions, Inc.		10/15/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fidus Investment Corporation		
Street Address:	1603 Orrington Avenue		
Internal Address:	Suite 1005		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3125381	INDEPENDENT WITNESS	
Registration Number:	3178891	WITNESS	
Registration Number:	3052392	IWI	
Registration Number:	3128202	GLOBAL ASSET INFORMATION NETWORK	
Registration Number:	3033902	GAIN	
Registration Number:	4135788	INTHINC	
Registration Number:	4135792	WAYSMAART	
Registration Number:	4142943	TIWI	
Registration Number:	4142945	TIWIPRO	
CORRESPONDENCE DATA			
Fax Number:	7043393470		
<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>			
Email:	ecampbell@rbh.com		
Correspondent Name:	Elizabeth Campbell		
Address Line 1:	101 N. Tryon Street		
Address Line 2:	Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		

OP \$240.00 3125381

ATTORNEY DOCKET NUMBER:	18865.00098
NAME OF SUBMITTER:	Elizabeth Campbell
SIGNATURE:	/Elizabeth Campbell/
DATE SIGNED:	10/16/2015
Total Attachments: 5 source=Inthinc - Trademark Security Agreement#page1.tif source=Inthinc - Trademark Security Agreement#page2.tif source=Inthinc - Trademark Security Agreement#page3.tif source=Inthinc - Trademark Security Agreement#page4.tif source=Inthinc - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 15th day of October, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and Fidus Investment Corporation, a Maryland corporation as Agent (the "*Agent*").

WITNESSETH:

WHEREAS, pursuant to that certain Senior Subordinated Credit Agreement dated as of October 15, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and between Inthinc Technology Solutions, Inc., a Delaware corporation ("*Borrower*"), Inthinc, Inc., a Delaware corporation ("*Parent*"), Agent and the lenders party thereto (the "*Lenders*"), Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the ratable benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS**. This Trademark Security Agreement and

Exhibit D

Trademark Security Agreement

the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lenders, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT**. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT**. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS**. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

INTHINC TECHNOLOGY SOLUTIONS, INC.,
a Delaware corporation

By: Vivek Chaturvedi
Name: Vivek Chaturvedi
Title: Chief Financial Officer


Trademark Security Agreement

TRADEMARK
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AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

FIDUS INVESTMENT CORPORATION,
a Maryland corporation

By: 
Name: THOMAS LAUER
Title: DIRECTOR

Trademark Security Agreement

TRADEMARK
REEL: 005647 FRAME: 0096

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Inthinc Technology Solutions, Inc.	USA	INDEPENDENT WITNESS	76601936 3125381	07/12/2004 08/08/2006
Inthinc Technology Solutions, Inc.	USA	WITNESS	76602109 3178891	07/12/2004 12/05/2006
Inthinc Technology Solutions, Inc.	USA	IWI	76602110 3052392	07/12/2004 01/31/2006
Inthinc Technology Solutions, Inc.	USA	GLOBAL ASSET INFORMATION NETWORK	76618283 3128202	10/28/2004 08/08/2006
Inthinc Technology Solutions, Inc.	USA	GAIN	76618284 3033902	10/28/2004 12/27/2005
Inthinc Technology Solutions, Inc.	USA	INTHINC	77576517 4135788	09/23/2008 05/01/2012
Inthinc Technology Solutions, Inc.	USA	WAYSMAART	77588210 4135792	10/08/2008 05/01/2012
Inthinc Technology Solutions, Inc.	USA	TIWI	77588606 4142943	10/08/2008 05/15/2012
Inthinc Technology Solutions, Inc.	USA	TIWIPRO	77591557 4142945	10/13/2008 05/15/2012

Trade Names

waySmart

tiwi

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None

Schedule I
to Trademark Security Agreement

7670191v2 18865.00098

RECORDED: 10/16/2015

TRADEMARK
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