

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361440

<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>
RIDGELEY HOLDINGS, LLC		10/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MACQUARIE CAF LLC		
<b>Street Address:</b>	125 WEST 55TH STREET, 15TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86297699	CONTAINERCONNECT	
<b>Serial Number:</b>	86297690	GENSETCONNECT	
<b>Serial Number:</b>	86297782	M2CONNECT	
<b>Serial Number:</b>	86297713	TRAILERCONNECT	
<b>Serial Number:</b>	86172212	CHASSIS	
<b>Serial Number:</b>	86297744	CHASSISCONNECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508385109		
<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>	650-838-3743		
<b>Email:</b>	JLIK@SHEARMAN.COM		
<b>Correspondent Name:</b>	BENJAMIN PETERSEN		
<b>Address Line 1:</b>	1460 EL CAMINO REAL, 2ND FLOOR		
<b>Address Line 2:</b>	SHEARMAN & STERLING LLP		
<b>Address Line 4:</b>	MENLO PARK, CALIFORNIA 94025		
<b>ATTORNEY DOCKET NUMBER:</b>	37635-5		
<b>NAME OF SUBMITTER:</b>	BENJAMIN PETERSEN		
<b>SIGNATURE:</b>	/BENJAMIN PETERSEN/		

CH \$165.00 86297699

<b>DATE SIGNED:</b>	11/03/2015
---------------------	------------

**Total Attachments: 5**

source=0 - Ridgeley Trademark Security Agreement#page1.tif

source=0 - Ridgeley Trademark Security Agreement#page2.tif

source=0 - Ridgeley Trademark Security Agreement#page3.tif

source=0 - Ridgeley Trademark Security Agreement#page4.tif

source=0 - Ridgeley Trademark Security Agreement#page5.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "IP Security Agreement"), dated October 8, 2015, among the Person listed on the signature pages hereof (the "Grantor"), and Macquarie CAF LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent") is delivered by the Grantor pursuant to the Pledge and Security Agreement, dated as of October 10, 2014 (as it may be from time to time amended, restated, modified or supplemented, the "Security Agreement"), among ORBCOMM Inc., the other Grantors named therein, and the Collateral Agent. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

Accordingly, the Collateral Agent and Grantor agree as follows:

**SECTION 1. Grant of Security.** The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto (collectively, the "Collateral").

**SECTION 2. Security for Obligations.** The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

**SECTION 3. Recordation.** Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

**SECTION 4. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 5. Counterparts.** This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

\* \* \*

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

RIDGELEY HOLDINGS, LLC

By: 

Name: Christopher LaBran  
Title: VP - General Counsel

MACQUARIE CAF LLC, as Collateral Agent,

By: 

Name: Althea Henpedige/Gina Scarpa  
Title: Authorized Signatories

SCHEDULE A TO THE  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES TRADEMARKS

CONTAINERCONNECT, Registration Number 86/297,699, registered 12/16/2014, US Patent and Trademark Office

GENSETCONNECT, Registration Number 86/297,690, registered 12/16/2014, US Patent and Trademark Office

M2CONNECT, Registration Number 86/297,782, registered 12/16/2014, US Patent and Trademark Office

REEFERCONNECT, Registration Number 86/297,713, registered 12/16/2014, US Patent and Trademark Office

SCHEDULE A TO THE  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNREGISTERED TRADEMARKS

CHASSISCONNECT, Application Number 86/172,212, Registration Number 86/297,744,  
Suspended 09/14/2014, US Patent and Trademark Office

#4820-2522-2697

RECORDED: 11/06/2015

TRADEMARK  
REEL: 005663 FRAME: 0168