# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375495

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|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Explore Information Services, LLC | | 03/03/2016 | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | Goldman Sachs Bank USA, as Collateral Agent |
| **Street Address:** | 200 West Street |
| **City:** | New York |
| **State/Country:** | NEW YORK |
| **Postal Code:** | 10282-2198 |
| **Entity Type:** | Bank: NEW YORK |

**PROPERTY NUMBERS Total: 11**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 4291416 | ALI |
| **Registration Number:** | 4311990 | AUTO LOCATION INSIGHT |
| **Registration Number:** | 1832401 | E.A.R.S. |
| **Registration Number:** | 1832397 | EXPLORE |
| **Registration Number:** | 2861506 | FIRESAFE |
| **Registration Number:** | 4118932 | INSIGHT THAT WORKS |
| **Registration Number:** | 3975313 | PROPERTYPOINT |
| **Registration Number:** | 2449532 | RISKALERT |
| **Registration Number:** | 4369966 | SUPERVISION |
| **Registration Number:** | 4408286 | SUPERVISION ALWAYS LOOKING OUT FOR YOUR |
| **Registration Number:** | 4291415 | VIOLATION PREDICTOR |

OP $290.00 4291416

**CORRESPONDENCE DATA**

**Fax Number:** 3129939767

***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:** 312/876-7628

**Email:** linda.kastner@lw.com

**Correspondent Name:** Linda R. Kastner, c/o Latham & Watkins

**Address Line 1:** 330 N. Wabash Avenue

| | |
|---|---|
| **Address Line 2:** | Suite 2800 |
| **Address Line 4:** | Chicago, ILLINOIS 60611 |
| **NAME OF SUBMITTER:** | Linda Kastner |
| **SIGNATURE:** | /lk/ |
| **DATE SIGNED:** | 03/03/2016 |

**Total Attachments: 5**

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# TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of March 3, 2016 is entered into by **EXPLORE INFORMATION SERVICES, LLC** (the "Grantor") in favor of **GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT** (together with its successors and assigns, in such capacity, the "Collateral Agent").

**WHEREAS,** Grantor and certain other parties have executed and delivered that certain U.S. Pledge and Security Agreement, dated on even date herewith, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Pledge and Security Agreement") pursuant to which Grantor and certain other parties have granted to Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's and certain other parties' right, title, and interest in and to certain collateral including the Trademark Collateral (as defined below), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations);

**WHEREAS**; pursuant to the Pledge and Security Agreement, Grantor has agreed to execute this Agreement in order to record the Collateral Agent's and the other Secured Parties' security interest in the Trademark Collateral with the United States Patent and Trademark Office;

**NOW, THEREFORE,** in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms of the Pledge and Security Agreement, Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

(i) all U.S., state and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, trade dresses, service marks, certification marks, collective marks, logos and other source of business identifiers or any other indicia of origin, designs and general tangibles of a like nature, all registrations thereof, and all applications now or hereafter made 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 attached hereto, and all rights corresponding thereto throughout the world, (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (iii) all extensions and renewals of the foregoing, (iv) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

Provided that notwithstanding any of the other provisions set forth in this Section 2, this Agreement shall not constitute a grant of a security interest in, and the "Trademark Collateral" shall not at any time include, any Excluded Assets, including without limitation any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable U.S. federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. Subject to and in accordance with Section 7.10 of the Pledge and Security Agreement, the terms of which are incorporated herein by reference, this Agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 6. Counterparts. This Agreement may be executed in any number of 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 page follows]*

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.

**EXPLORE INFORMATION SERVICES, LLC**

By:_____

Name: Renato Giger

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**GOLDMAN SACHS BANK USA,**
as Collateral Agent

By: _____
Name: Robert Ehudin
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**SCHEDULE A**
**to**
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

| Mark | Serial No. | Registration No. | Registration Date |
|---|---|---|---|
| **ALI** SuperVision Always looking out for your fleet | 85/609,567 | 4,291,416 | Feb 19 2013 |
| **AUTO LOCATION INSIGHT** | 85/609,565 | 4,311,990 | Apr 2 2013 |
| **E.A.R.S.** | 74/314,742 | 1,832,401 | Apr 19 1994 |
| **EXPLORE** | 74/299,481 | 1,832,397 | Apr 19 1994 |
| **FIRESAFE** | 78/190,757 | 2,861,506 | Jul 6 2004 |
| **INSIGHT THAT WORKS** | 77/787,959 | 4,118,932 | Mar 27 2012 |
| **PROPERTYPOINT** | 77/852,061 | 3,975,313 | Jun 7 2011 |
| **RISKALERT** | 75/457,618 | 2,449,532 | May 8 2001 |
| **SUPERVISION** | 85/679,568 | 4,369,966 | Jul 16 2013 |
| **SUPERVISION ALWAYS LOOKING OUT FOR YOUR FLEET** SuperVision Always looking out for your fleet | 85/679,573 | 4,408,286 | Sep 24 2013 |
| **VIOLATION PREDICTOR** | 85/609,558 | 4,291,415 | Feb 19 2013 |

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