

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389983

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEOPLENET CORPORATION, as borrower		07/01/2016	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	TREE LINE CAPITAL PARTNERS, LLC, as Agent		
Street Address:	101 California Street, Suite 1700		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1856410	PEOPLENET	
Registration Number:	4060709	PEOPLENET	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	404-572-3431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding		
Address Line 4:	Atlanta, GEORGIA 30309-3521		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	07/01/2016		
Total Attachments: 8			
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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT is made on the 1st day of July, 2016, by and between PEOPLET CORPORATION, a corporation organized under the laws of the State of Georgia, having a mailing address at 5163 Roswell Road, Atlanta, Georgia 30342 ("Borrower") and TREE LINE CAPITAL PARTNERS, LLC, as agent for Lenders (as defined below) having a mailing address at 101 California Street, Suite 1700, San Francisco, California 94111 ("Agent").

WITNESSETH:

WHEREAS, Borrower, PN INTERMEDIATE, LLC, a Delaware limited liability company, as Holdings, any other Person which may from time to time be joined as a borrower thereto, the lenders from time to time party thereto (each a "Lender" and, collectively, the "Lenders") and the Agent, have entered into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Borrower is required to execute and deliver this Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, this "Agreement").

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Borrower hereby agrees with the Agent as follows:

1. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Loan Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Agreement.

"Licenses" shall mean all trademark license agreements of Borrower, as any of the same may from time to time be amended, modified or supplemented.

"Proceeds" shall have the meaning assigned to it under the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Borrower from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Trademarks" shall mean the federally registered trademarks and pending applications for such registration shown in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Borrower, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country, all whether now owned or hereafter acquired by Borrower.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, Borrower hereby grants and conveys to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to (a) the entire right, title and interest of Borrower in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Borrower, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates and (b) all of Borrower's right, title and interest in, to and under the following:

(a) all Licenses;

(b) all Receivables, contract rights and General Intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Borrower to terminate any such License or to perform and to exercise all remedies thereunder); and,

(c) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereafter collectively called the "Collateral."

Notwithstanding anything to the contrary contained herein, in no event shall the term "Collateral" include, and in no event shall any security interest be granted hereunder in, Excluded Property.

3. Representations and Warranties. Borrower covenants and warrants that:

(a) Except as would not reasonably be expected to have a Material Adverse Effect, to the best of Borrower's knowledge, each of the material Trademarks owned or utilized by Borrower is, as of the date of this Agreement, valid and have been duly registered or filed with all appropriate Governmental Bodies;

(b) Reserved.

(c) As of the date of this Agreement, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the federally registered trademarks listed on Schedule A, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons), except for Permitted Encumbrances;

(d) Borrower has the full power, authority and legal right to enter into this Agreement and perform all its Obligations hereunder; and

(e) Reserved.

4. Reserved.

5. New Trademarks.

(a) If, before the Obligations have been irrevocably Paid in Full, Borrower shall obtain rights to any new Licenses, federally registered Trademarks or become entitled to the benefit of any federal trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation in part of any Trademark or any improvement on any Trademark, the provisions of paragraph 2 shall automatically apply thereto and Borrower shall advise Agent of (i) new USPTO-registered Trademarks or applications for Trademarks and all new Licenses to which Borrower obtains rights (other than "shrink-wrap", "click-through" and other such licenses generally available in the Ordinary Course of Business and other Excluded Property) and (ii) claims made, known to Borrower, that the use of any Trademark violates the rights of any third person.

(b) Borrower grants Agent a power-of-attorney, irrevocable so long as the Loan Agreement is in existence, to modify this Agreement by amending Schedule A to include any future Licenses or Trademarks, including trademark registrations or applications appurtenant thereto covered by this Agreement, in each case that constitute Collateral hereunder.

6. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing and be declared in writing by Agent to Borrower:

(i) All payments received by Borrower under or in connection with any of the Collateral shall be held by Borrower in trust for Agent and Lenders, shall be segregated from other funds of Borrower and shall forthwith upon receipt by Borrower, be turned over to Agent, in the same form as received by Borrower (duly indorsed by Borrower to Agent, if required); and

(ii) Any and all such payments so received by Agent (whether from Borrower or otherwise) may, in the sole discretion of Agent, be held by Agent as collateral security for, and/or then or at any time thereafter applied in whole or in part by Agent against all or any part of the Obligations in such order as Agent shall elect. Any balance of

such payments held by Agent and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, Agent and Lenders may exercise in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Agent and Lenders are entitled. Borrower shall also be liable for the reasonable fees of any attorneys employed by Agent and Lenders to collect any such deficiency and also as to any reasonable attorney's fees incurred by Agent and Lenders with respect to the collection of any of the Obligations and the enforcement of any of Agent's respective rights hereunder.

7. Termination. At such time as the Obligations are Paid in Full, this Agreement shall terminate and Agent shall execute and deliver to Borrower all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

8. Notices. Any notice to Agent or Borrower under this Agreement shall be given in the manner and to the parties designated in the Loan Agreement.

9. No Waiver. No failure on the part of Agent or Lenders to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or remedy by Agent and Lenders preclude any other or further exercise thereof or the exercise of any right, power or remedy.

10. Cumulative Remedies. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law, the Loan Agreement or any Other Documents.

11. Severability. In the event that any provision of this Agreement or the application thereof to Borrower or any circumstance in any jurisdiction governing this Agreement shall, to any extent, be invalid or unenforceable under any applicable statute, regulation, or rule of law, such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute, regulation or rule of law, and the remainder of this Agreement and the application of any such invalid or unenforceable provision to parties, jurisdictions, or circumstances other than to whom or to which it is held invalid or unenforceable shall not be affected thereby, nor shall same affect the validity or enforceability of any other provision of this Agreement.

12. No Modification Except in Writing. Except as provided in paragraphs 5 and 7, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.

13. Successors and Assigns. This Agreement shall be binding upon Borrower, and Borrower's successors and assigns, and shall inure to the benefit of Agent, Lenders and their successors and assigns. The term "Agent", as used herein, shall include any successor or assign of Agent at the time entitled to the pledged interest in the Collateral.

14. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

15. Headings. The headings and captions in this Agreement are for purposes of reference only and shall not constitute part of this Agreement for any other purpose.

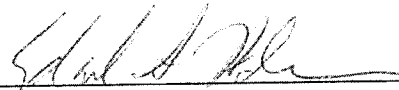
16. Counterparts; Electronic Transmission. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Any signature delivered by a party by facsimile or other electronic transmission (including by .pdf or other similar format) shall be deemed an original signature hereto.

17. Intercreditor Agreement. At any time after Agent enters into any applicable Intercreditor Agreement (if any), anything in this Agreement to the contrary notwithstanding, the lien and security interest granted to the Agent pursuant to or in connection with this Agreement, the terms of this Agreement, and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of any applicable Intercreditor Agreement (if any).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

PEOPLETNET CORPORATION, as
Borrower

By: 
Name: Edward Holmes
Title: President

TREE LINE CAPITAL PARTNERS,
LLC, as Agent

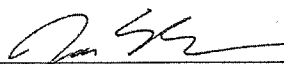
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

**PEOPLENET CORPORATION, as
Borrower**

By: _____
Name:
Title:

**TREE LINE CAPITAL PARTNERS,
LLC, as Agent**

By: 
Name: Jon Schroeder
Title: Managing Partner

TRADEMARK COLLATERAL SECURITY AGREEMENT

SCHEDULE A

Mark	Owner	Registration Number	Registration/Application Date
PEOPLENET	PeopleNet Corporation	1856410	9/27/1994
PEOPLENET	PeopleNet Corporation	4060709	11/22/2011

Schedule A

DMSLIBRARY01:29046509.5

RECORDED: 07/01/2016

TRADEMARK
REEL: 005826 FRAME: 0941