

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400109

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
T2 SYSTEMS, INC.		09/28/2016	Corporation: INDIANA
T2 SYSTEMS CANADA INC.		09/28/2016	Corporation: CANADA

RECEIVING PARTY DATA

Name:	CARLYLE GMS FINANCE, INC., AS COLLATERAL AGENT
Street Address:	520 MADISON AVENUE
Internal Address:	40TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	86856959	T2 PATHFINDER
Serial Number:	86695125	T2 UNIFI
Registration Number:	4403007	CASE PARKING
Registration Number:	4403006	CASE PARKING
Registration Number:	2773650	T2 SYSTEMS
Registration Number:	2815095	PERMITDIRECT
Registration Number:	3473022	T2 FLEX
Registration Number:	2262939	POWERPARK

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

TRADEMARK

ATTORNEY DOCKET NUMBER:	22335.020
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	09/28/2016

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of September 28, 2016 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of CARLYLE GMS FINANCE, INC., a Maryland corporation (“*Carlyle*”), located at 520 Madison Avenue, 40th Floor, New York, NY 10022, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of September 28, 2016, 2016, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among ORBIT MERGER SUB, INC, a Delaware corporation (“*Merger Sub*” or “*Initial US Borrower*”), T2 SYSTEMS PARENT CORPORATION, a Delaware corporation (the “*Parent*”), the direct parent of the Initial US Borrower, T2 SYSTEMS, INC., an Indiana corporation (the “*Company*” and in its capacity as successor Borrower to Initial US Borrower, the “*US Borrower*”), T2 HOLDING CORP., a Delaware corporation (following the Merger, as successor to Merger Sub by operation of law and in its capacity as a successor parent Guarantor to Parent, “*Holdings*”), T2 SYSTEMS CANADA, INC., a corporation incorporated under the laws of Canada (the “*Canadian Borrower*”, together with the US Borrower, the “*Borrowers*”), the other guarantors from time to time party thereto, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and Carlyle, as Administrative Agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make Loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of September 28, 2016, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*US Security Pledge Agreement*”);

WHEREAS, pursuant to the US Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the US Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial

accommodations to the applicable Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

I. SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the US Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the US Security Pledge Agreement, as applicable.

II. SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, such Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "***Trademark Collateral***"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the US Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

III. SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the US Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The US Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

IV. SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the US Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the US Security Pledge Agreement, the terms of the US Security Pledge Agreement shall govern.

V. SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

T2 SYSTEMS, INC.,
an Indiana corporation,
as a Grantor

By: 

Name: Norman P. Blake

Title: Chief Executive Officer, President and
Secretary

T2 SYSTEMS CANADA INC.,
a corporation incorporated under the laws of
Canada,
as a Grantor

By: 

Name: Norman P. Blake

Title: President

[Signature Page to Grant of Security Interest in Trademark Rights]



TRADEMARK
REEL: 005886 FRAME: 0406



CARLYLE GMS FINANCE, INC.
a Maryland corporation,
as Collateral Agent

By: S. Taylor PL
Name: Taylor Road
Title: VP

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Applicatio n No.</u>	<u>Registratio n No.</u>	<u>Registratio n Date</u>
T2 PATHFINDER	T2 Systems, Inc.	Canada	1770918		Not yet registered
T2 UNIFI	T2 Systems, Inc.	Canada	1739462		Not yet registered
T2 SYSTEMS & Design 	T2 Systems, Inc.	Canada	1157306	TMA61447 5	Registered July 8, 2004
PERMITDIRECT	T2 Systems, Inc.	Canada	1172873	TMA61357 8	Registered June 23, 2004
POWERPARK FLEX	T2 Systems, Inc.	Canada	1219374	TMA64450 1	Registered July 15, 2005
SAM SMART AUTO METER design 	T2 Systems, Inc.	Canada	1231040	TMA66364 7	Registered May 4, 2006
T2 PATHFINDER	T2 Systems, Inc.	United States	86856959		Not yet registered
T2 UNIFI	T2 Systems, Inc.	United States	86695125		Not yet registered

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
CASE PARKING 	T2 Systems, Inc.	United States		4403007	Registered September 17, 2013
CASE PARKING	T2 Systems, Inc.	United States		4403006	Registered September 17, 2013
T2 SYSTEMS 	T2 Systems, Inc.	United States		2773650	Registered October 14, 2003
PERMITDIRECT	T2 Systems, Inc.	United States		2815095	Registered February 17, 2004
T2 FLEX	T2 Systems, Inc.	United States		3473022	Registered July 22, 2008
POWERPARK	T2 Systems, Inc.	United States		2262939	Registered July 20, 1999