

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NETMOTION WIRELESS, INC.		10/07/2016	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
Street Address:	150 SOUTH WACKER DRIVE, SUITE 800		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2451881	NETMOTION	
Registration Number:	4071370	NETMOTION WIRELESS LOCALITY	
Registration Number:	4127851	MOBILITY XE	
Registration Number:	2986372	INTELLISWITCHING	
Registration Number:	2632643	EXPRESSQ	
Registration Number:	2310055	SMART IP	
Registration Number:	4931415	NETMOTION DIAGNOSTICS	
Registration Number:	4958685	NETMOTION MOBILITY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312.577.8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-244		
NAME OF SUBMITTER:	HUMBERTO AQUINO		

CH \$215.00 2451881

SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	10/07/2016
Total Attachments: 5 source=Project Rainier - Trademark Security Agreement (Executed)_ (43447670_2)#page1.tif source=Project Rainier - Trademark Security Agreement (Executed)_ (43447670_2)#page2.tif source=Project Rainier - Trademark Security Agreement (Executed)_ (43447670_2)#page3.tif source=Project Rainier - Trademark Security Agreement (Executed)_ (43447670_2)#page4.tif source=Project Rainier - Trademark Security Agreement (Executed)_ (43447670_2)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 7, 2016, is by **NETMOTION WIRELESS, INC.**, a Washington corporation (“Grantor”), in favor of **GOLUB CAPITAL LLC**, a Delaware limited liability company, as administrative agent (in such capacity, “Grantee”), for the benefit of itself and other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the U.S. Trademark registrations listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired U.S. Trademarks, U.S. Trademark registrations and U.S. Trademark applications (excluding any “intent to use” U.S. Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each U.S. Trademark registration and U.S. Trademark application owned by Grantor, including, without limitation, the U.S. Trademark registrations referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such U.S. Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, dilution, violation or impairment of any U.S. Trademark registration owned by Grantor including,


without limitation, the U.S. Trademark registrations referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

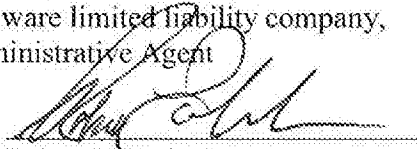
NETMOTION WIRELESS, INC., a
Washington corporation

By: 
Name: Chris Kenessey

Title: President and Chief Executive Officer

Acknowledged:

GOLUB CAPITAL LLC,
a Delaware limited liability company,
as Administrative Agent

By: 
Name: Robert G. Tuchscherer
Title: Managing Director

Schedule 1
to
Trademark Security Agreement

<u>Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>
NETMOTION	2,451,881	5/15/2001
NETMOTION WIRELESS LOCALITY	4,071,370	12/13/2011
MOBILITY XE	4,127,851	4/17/2012
INTELLISWITCHI NG	2,986,372	8/16/2005
EXPRESSQ	2,632,643	10/8/2002
SMART IP	2,310,055	1/18/2000
NETMOTION DIAGNOSTICS	4,931,415	4/5/2016
NETMOTION MOBILITY	4,958,685	5/17/2016