

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mobileum, Inc.		11/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	525 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4874648	MOBILEUM	
Registration Number:	3361012	ROAMWARE	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 West Monroe		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	387132-276		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	11/01/2016		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2016, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Antares Capital LP (“**Antares Capital**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 1, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the “**Credit Agreement**”), by and among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guarantee and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), to guarantee the Guaranteed Obligations; and

WHEREAS, all of the Grantors are party to the Guarantee and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

1. Defined Terms.

Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

2. Grant of Security Interest in Trademark Collateral.

Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks, including, without limitation, those Trademarks referred to on **Error! Reference source not found.** hereto; provided, however that no Lien on and security interest is granted on any “**intent to use**” Trademark applications

for which a statement of use has not been filed and accepted by the Applicable IP Office; provided, further, that upon such filing and acceptance by the Applicable IP Office, such “**intent to use**” Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guarantee and Security Agreement.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Grantor Remains Liable.

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

5. Counterparts.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law.

This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the State of New York.


7. Release and Termination.

At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guarantee and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, Agent shall execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[Signature Pages Follow]

IN WITNESS WHEREOF, EACH 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.

MOBILEUM, INC.

By: 
Name: Andrew Warner
Title: Chief Financial Officer, Vice
President, Treasurer and
Assistant Secretary

ANTARES CAPITAL LP, as Agent

By: _____
Name:
Title: Its Duly Authorized Signatory

Antares Capital LP
500 West Monroe Street
Chicago, Illinois 60661
Attention: Mobileum Account Officer

With a copy to:

Antares Capital LP
500 West Monroe Street
Chicago, Illinois 60661
Attention: Michael Levitt, Senior Counsel

Trademark Security Agreement

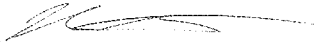
TRADEMARK
REEL: 005911 FRAME: 0327

IN WITNESS WHEREOF, EACH 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.

MOBILEUM, INC.

By: _____
Name:
Title:

ANTARES CAPITAL LP, as Agent



By: _____
Name: John Courtney
Title: Its Duly Authorized Signatory

Antares Capital LP
500 West Monroe Street
Chicago, Illinois 60661
Attention: Mobileum Account Officer

With a copy to:

Antares Capital LP
500 West Monroe Street
Chicago, Illinois 60661
Attention: Michael Levitt, Senior Counsel

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

United States Trademarks:

Country	Trademark	Application No	Register No	Registered Date	Owner	Status
US	MOBILEUM	85567836	4874648	12/22/15	Mobileum, Inc.	Registered
US	ROAMWARE	78975301	3361012	12/25/07	Mobileum, Inc.	Registered

Trademark Applications:

None.