

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405260

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TotalTrax, Inc.		11/10/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pinnacle Bank		
Street Address:	150 Third Avenue South		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3379401	EQUIPMANAGER	
Registration Number:	3603592	FLEETCONTROL	
Registration Number:	3427703	STARTMANAGER	
Registration Number:	3606384	EQUIPCOMMAND	
Registration Number:	2124195	DATARANGER	
Registration Number:	3507883	SKAN-FREE	
Registration Number:	3519573	TOTAL-TRAX	
Registration Number:	3466886	OPS MAN	
Registration Number:	3466874	SKY-MARX	
Registration Number:	3461873	RUSH TRACKING SYSTEMS	
Registration Number:	3461869	VISIBLEDGE	
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:	6157822233		
Email:	wbrown@stites.com		
Correspondent Name:	STITES & HARBISON, PLLC		
Address Line 1:	604 WEST MAIN STREET		
Address Line 4:	FRANKLIN, TENNESSEE 37064		

OP \$290.00 3379401

NAME OF SUBMITTER:	Will Brown
SIGNATURE:	/s Will Brown s/
DATE SIGNED:	11/11/2016
Total Attachments: 12 source=NASHVILLE-#1198090-v1-PATENT_SECURITY_AGREEMENT#page1.tif source=NASHVILLE-#1198090-v1-PATENT_SECURITY_AGREEMENT#page2.tif source=NASHVILLE-#1198090-v1-PATENT_SECURITY_AGREEMENT#page3.tif source=NASHVILLE-#1198090-v1-PATENT_SECURITY_AGREEMENT#page4.tif source=NASHVILLE-#1198090-v1-PATENT_SECURITY_AGREEMENT#page5.tif source=NASHVILLE-#1198090-v1-PATENT_SECURITY_AGREEMENT#page6.tif source=NASHVILLE-#1198090-v1-PATENT_SECURITY_AGREEMENT#page7.tif source=NASHVILLE-#1198090-v1-PATENT_SECURITY_AGREEMENT#page8.tif source=NASHVILLE-#1198090-v1-PATENT_SECURITY_AGREEMENT#page9.tif source=NASHVILLE-#1198090-v1-PATENT_SECURITY_AGREEMENT#page10.tif source=NASHVILLE-#1198090-v1-PATENT_SECURITY_AGREEMENT#page11.tif source=NASHVILLE-#1198090-v1-PATENT_SECURITY_AGREEMENT#page12.tif	

**PATENT AND TRADEMARK SECURITY AGREEMENT
AND ASSIGNMENT**

This Patent and Trademark Security Agreement and Assignment, dated as of November 10, 2016 (this "Agreement"), made by **TOTALTRAX, INC.**, a Delaware corporation, with a principal place of business located at 500 Water Street, Newport, Delaware 19804 ("Grantor"), in favor of **PINNACLE BANK**, a Tennessee state bank with offices at 150 Third Avenue South, Suite 800, Nashville, Tennessee 37201 (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, the Grantor has an ownership interest in the patents identified on **Exhibit 1** hereto (collectively, the "Patents"); and

WHEREAS, the Grantor has an ownership interest in the trademarks identified on **Exhibit 2** hereto (collectively, the "Trademarks"); and

WHEREAS, the Grantor and the Lender are parties to that certain Loan Agreement, of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"); and

WHEREAS, the Grantor has granted to grant to Lender a security interest in all of its property and assets, including, without limitation, the Patents and Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it is a condition precedent to the Lender's entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

WHEREAS, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Patents and Trademarks and the assignment of the Patents and Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:

1. The Grantor does hereby acknowledge and confirm that the Patents and Trademarks and the goodwill associated therewith constitute Intellectual Property

included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.

2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Patents and Trademark are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.
3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Patents and Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Patents and Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Patent and Trademark Security Agreement and Assignment as of the day and year first above written.

GRANTOR:

TOTALTRAX, INC., a Delaware corporation

By:  _____

Name: Frank Cavallaro


Title: Chief Executive Officer

[SIGNATURE PAGE – PATENT AND TRADEMARK SECURITY AGREEMENT AND
ASSIGNMENT

ACCEPTED AND AGREED:

LENDER:

PINNACLE BANK

By: 

Name: David L. Castilaw

Title: Senior Vice President

[SIGNATURE PAGE -- PATENT AND TRADEMARK SECURITY AGREEMENT AND
ASSIGNMENT]

EXHIBIT 1

Patents

Title	Patent No.	Issue Date
METHOD AND APPARATUS FOR DETERMINING POSITION AND ROTATIONAL ORIENTATION OF AN OBJECT	7,845,560	12/07/2010
METHOD AND APPARATUS FOR MANAGING AND CONTROLLING MANNED AND AUTOMATED UTILITY VEHICLES	8,381,982	2/26/2013
METHOD AND APPARATUS FOR DETERMINING POSITION AND ROTATIONAL ORIENTATION OF AN OBJECT	8,196,835	6/12/2012
OPTICAL POSITION MARKER APPARATUS	8,210,435	7/03/2012
METHOD AND APPARATUS FOR COLLISION AVOIDANCE	8,346,468	1/01/2013
LOAD TRACKING UTILIZING LOAD IDENTIFYING INDICIA AND SPATIAL DISCRIMINATION	8,561,897	10/22/2013
APPARATUS AND METHOD FOR ASSET TRACKING	8,565,913	10/22/2013
INFERENCEAL LOAD TRACKING	13/356,110	7/26/2012 <i>(Publication Date)</i>
METHOD AND APPARATUS OF MAPPING LANDMARK POSITION AND ORIENTATION	13/841,568	3/15/2013 <i>(Filing Date)</i>

Title	Patent No./ Application	Issue Date
SYSTEM AND METHOD FOR TRACKING INVENTORY	8,295,974	10/23/2012
SYSTEM AND METHOD FOR TRACKING INVENTORY	7,151,979	12/19/2006
SYSTEM AND METHOD FOR TRACKING INVENTORY	7,818,088	10/19/2010
SYSTEM AND METHOD FOR TRACKING INVENTORY	13/657,078	2/21/2013

EXHIBIT 2

Trademarks

Mark	Reg. No.	Reg. Date
EQUIPMANAGER	3,379,401	2/5/2008
FLEETCONTROL	3,603,592	4/7/2009
STARTMANAGER	3,427,703	5/13/2008
EQUIPCOMMAND	3,606,384	4/14/2009
DATARANGER	2,124,195	12/23/1997
SKAN-FREE	3,507,883	9/30/2008
TOTAL-TRAX	3,519,573	10/21/2008
OPS MAN	3,466,886	7/15/2008
SKY-MARX	3,466,874	7/15/2008
RUSH TRACKING SYSTEMS	3,461,873	7/8/2008
VISIBLEEDGE	3,461,869	7/8/2008

EXHIBIT A

ASSIGNMENT OF PATENTS AND TRADEMARKS

This **ASSIGNMENT OF PATENTS AND TRADEMARKS** (this "Assignment"), dated as of November 10, 2016 made **TOTALTRAX, INC.**, a Delaware corporation, with a principal place of business located at 500 Water Street, Newport, Delaware 19804 ("Assignor"), in favor of **PINNACLE BANK**, a Tennessee state bank with offices at 150 Third Avenue South, Suite 800, Nashville, Tennessee 37201 ("Lender") and the Assignee as set forth below.

RECITALS:

WHEREAS, Assignor has an ownership interest in the Patents described on **Exhibit 1** attached hereto (the "Patents"); and

WHEREAS, Assignor has an ownership interest in the Trademarks described on **Exhibit 2** attached hereto (the "Trademarks"); and

WHEREAS, Assignor and Lender are parties to that certain Loan Agreement of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Patents and Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

WHEREAS, by this instrument, Assignor is hereby assigning the Patents and Trademarks to the Lender or its designee as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Patents and Trademarks as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to Lender and/or Lender's appointed agents all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Assignment of Patents. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in and to the Patents together with the goodwill associated therewith.

3. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

ASSIGNOR:

Signed, sealed and delivered in
the presence of:

Notary Public

[SEAL]

My commission expires:

TOTALTRAX, INC., a Delaware
corporation

By: _____ (SEAL)

Name: Frank Cavallaro

Title: Chief Executive Officer

EXHIBIT 1 TO ASSIGNMENT OF PATENTS AND TRADEMARKS

Patents

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METHOD AND APPARATUS FOR DETERMINING POSITION AND ROTATIONAL ORIENTATION OF AN OBJECT	7,845,560	12/07/2010
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EXHIBIT 2 TO ASSIGNMENT OF PATENTS AND TRADEMARKS

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EQUIPCOMMAND	3,606,384	4/14/2009
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