

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xirgo Technologies, LLC		12/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CapitalSouth Partners SBIC Fund III, L.P.		
Street Address:	4201 Congress Street		
Internal Address:	Suite 360		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4222376	MM MOBILE MAESTRO	
Registration Number:	3828330		
Registration Number:	3827644	XIRGO TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	7043533148		
<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:	7043317448		
Email:	amanda.darden@klgates.com		
Correspondent Name:	Amanda K. Darden		
Address Line 1:	214 North Tryon Street		
Address Line 2:	47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2829226.00055		
NAME OF SUBMITTER:	Amanda K. Darden		
SIGNATURE:	/Amanda K. Darden/		
DATE SIGNED:	12/01/2016		
Total Attachments: 10			

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TRADEMARK AND PATENT SECURITY AGREEMENT

This Trademark and Patent Security Agreement (this "Agreement") is made as of this 1st day of December, 2016, by **XIRGO TECHNOLOGIES, LLC**, a Delaware limited liability company ("Grantor"), in favor of **CAPITALSOUTH PARTNERS SBIC FUND III, L.P.**, a Delaware limited partnership, in its capacity as collateral agent for Holders (together with its successors and assigns in such capacity, "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Purchase Agreement") by and among Grantor (together with any other Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), the Persons which are now or which hereafter become a party thereto as "Holders" (collectively, "Holders"), Collateral Agent and the other Persons party thereto, Holders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Purchase Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of Holders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement.

2. REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Purchase Agreement, Grantor hereby reaffirms its prior grant pursuant to the Purchase Agreement of a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing ("Trademark Licenses"), including those referred to on Schedule I hereto;

(b) all of Grantor's patents and patent applications (collectively, "Patents"), and licenses for any of the foregoing ("Patent Licenses"), including those referred to on Schedule I hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, any Patent, any Trademark licensed under any Trademark License or any Patent licensed under any Patent License.

3. INTENT TO USE. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, any Borrower (“Intent to Use Applications”), and any Intent to Use Applications are specifically excluded from the IP Collateral for purposes of this Agreement; provided however that upon the registration thereof with the United States Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be IP Collateral.

4. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Purchase Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Collateral Agent, Holders or any of them pursuant to the terms of Purchase Agreement.

5. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of Holders, pursuant to the Purchase Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Purchase Agreement.

6. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Collateral Agent and Holders as follows: Schedule I hereto accurately lists all registered IP Collateral as of the date hereof.

7. AGREEMENT TO DELIVER SUPPLEMENTS. Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new registered Intellectual Property, Grantor shall, concurrently with the next scheduled delivery of a Compliance Certificate under Sections 10.7, 10.8 or 10.9 of the Purchase Agreement following acquisition of such new registered Intellectual Property, deliver to Collateral Agent a duly executed supplement to this Agreement in the form of Exhibit A hereto (each, a “Supplement”), listing all such newly acquired registered Intellectual Property on Schedule I thereto, pursuant to which Grantor shall reconfirm the grant of a security interest in such newly acquired registered Intellectual Property to Collateral Agent, for its benefit and for the ratable benefit of each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantor hereby authorizes Collateral Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office. Regardless of whether any Supplement is delivered by Grantor, and without limiting the generality of the provisions of Section 1 hereof above, Grantor hereby confirms and agrees that any and all such after-acquired registered Intellectual Property shall immediately and automatically upon Grantor’s acquisition of any right, title and interest therein become part of the IP Collateral hereunder. In the event that Grantor acquires any such new registered Intellectual Property but Grantor fails for whatever reason to promptly deliver a Supplement pursuant to this Section 7, Grantor hereby authorizes Collateral Agent to at any time thereafter execute in the name of Grantor an applicable Supplement with respect to such newly acquired registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office.

8. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of North Carolina, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

9. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

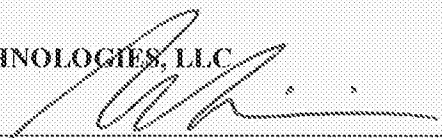
10. CONSTRUCTION. Unless the context of this Agreement or any Note Document clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

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

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

XIRGO TECHNOLOGIES, LLC

By: 
Name: Luke A. Phenicie
Title: President

Acknowledged and Accepted:

**CAPITALSOUTH PARTNERS SBIC FUND III,
L.P.**

By: CapitalSouth Partners SBIC F-III, LLC, its
General Partners

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

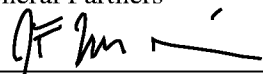
XIRGO TECHNOLOGIES, LLC

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

**CAPITALSOUTH PARTNERS SBIC FUND III,
L.P.**

By: CapitalSouth Partners SBIC F-III, LLC, its
General Partners

By:  _____
Name: Jack McGlenn
Title: Chief Operating Officer

SCHEDULE I
TO
TRADEMARK AND PATENT SECURITY AGREEMENT

Trademarks and Trademark Applications

Name	US Registration	Foreign Registration	Registered Owner
MM Mobile Maestro (design)	4,222,376	None	Xirgo Technologies, Inc.
Design (XT Graphic)	3,828,330	None	Xirgo Technologies, Inc.
Xirgo Technologies	3,827,644	None	Xirgo Technologies, Inc.

Patents and Patent Applications

None.

EXHIBIT A

SUPPLEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT (the "Supplement") is made as of this __ day of _____, by **XIRGO TECHNOLOGIES, LLC**, a Delaware limited liability company ("Grantor"), in favor of **CAPITALSOUTH PARTNERS SBIC FUND III, L.P.**, a Delaware limited partnership, in its capacity as collateral agent for Holders (together with its successors and assigns in such capacity, "Collateral Agent").

WITNESSETH

WHEREAS, Grantor and Collateral Agent are parties to a certain Trademark and Patent Security Agreement dated as of December 1, 2016 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Security Agreement.

WHEREAS, pursuant to the terms of the IP Security Agreement, to secure the prompt payment and performance of all Obligations to Collateral Agent, Holders and each other Secured Party, Grantor has agreed that upon the acquisition by Grantor of any new registered Intellectual Property, Grantor shall deliver to Collateral Agent a Supplement to the IP Security Agreement in the form of Exhibit A to such IP Security Agreement pursuant to which Grantor shall reconfirm the grant by it of a security interest in all such newly-acquired registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Purchase Agreement or any Note Document, Grantor hereby reaffirms its prior grant pursuant to the Purchase Agreement of a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of Grantor's newly-acquired trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing ("Trademark Licenses"), including those referred to on Schedule I hereto;

(b) all of Grantor's newly-acquired patents and patent applications (collectively, "Patents"), and licenses for any of the foregoing ("Patent Licenses"), including those referred to on Schedule I hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, any

Patent, any Trademark licensed under any Trademark License, or any Patent licensed under any Patent License.

Grantor agrees that all such newly-acquired IP Collateral described above shall be included in and be part of the IP Collateral under and subject to all of the terms and provisions of the IP Security Agreement. Grantor hereby authorizes Collateral Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office.

2. Representations and Warranties. Grantor hereby represents and warrants to Collateral Agent and to Holders that Schedule I hereto sets forth a full, complete and correct list of all registered IP Collateral owned by Grantor as of the date hereof not listed on Schedule I to the original IP Security Agreement or any schedule to any other Supplement to the original IP Security Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Security Agreement. The terms and provisions of the IP Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Security Agreement, all of the provisions of which IP Security Agreement are and remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

XIRGO TECHNOLOGIES, LLC

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

**CAPITALSOUTH PARTNERS SBIC FUND III,
L.P.**

By: CapitalSouth Partners SBIC F-III, LLC, its
General Partners

By: _____
Name: _____
Title: _____

SCHEDULE I
TO
SUPPLEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT
DATED _____

[Schedule I to Supplement to IP Security Agreement]

RECORDED: 12/01/2016

**TRADEMARK
REEL: 005931 FRAME: 0694**