

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409155

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TTS, LLC		12/15/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank of Pennsylvania,as Administrative Agent		
Street Address:	525 William Penn Place		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Financial Institution: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4007993	TTS	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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) 558-6352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	85219.19		
NAME OF SUBMITTER:	Michelle Foy		
SIGNATURE:	/Michelle Foy/		
DATE SIGNED:	12/15/2016		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), dated as of December 15, 2016 is made by and between Sunteck, Inc. (f/k/a Autoinfo, Inc.) ("Sunteck"), TTS, LLC (collectively with Sunteck, the "Grantor"), and Citizens Bank of Pennsylvania, as the Administrative Agent for certain Lenders party to the Loan Agreement, as defined below, in such capacity, together with its successors and assigns in such capacity, the "Secured Party"), having a business location at 525 William Penn Place, Pittsburgh, PA 15219.

Recitals

The Grantor, the other Credit Parties party thereto, the Secured Party and Lenders are parties to a Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Secured Party and the other Lenders may now or hereafter extend credit to or for the account of the Grantor and the other Credit Parties.

As a condition to extending credit to or for the account of the Grantor and the other Credit Parties pursuant to the Loan Agreement, the Secured Party and Lenders have required the execution and delivery of this Agreement by the Grantor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement. Notwithstanding the foregoing, the following terms have the meanings set forth below:

"Copyrights" means all of the Grantor's right, title and interest in and to the registered copyrights listed on Exhibit A attached hereto and hereby made a part hereof including, without limitation, all renewals, reversions and extensions of the foregoing; and 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, violation or other impairment thereof.

"Obligations" means the Obligations as defined in the Loan Agreement.

"Patents" means all of the Grantor's right, title and interest in and to the patents and applications for patents listed on Exhibit B attached hereto and hereby made a part hereof, including, without limitation, Royalties with respect to each patent, and the right to sue for past infringement and violation thereof.

"Royalties" means all royalties, fees, expense reimbursement and other amounts payable to Grantor.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Grantor’s right, title and interest in and to: the registered or pending trademarks and service marks listed on Exhibit C attached hereto and hereby made a part hereof, including, without limitation, the respective goodwill associated with each, Royalties and the right to sue for past, present and future infringement, dilution and violation thereof.

2. Security Interest. The Grantor hereby grants to the Secured Party, for the benefit of the Lenders, a security interest in and lien upon (the “Security Interest”) the Copyrights, the Patents and the Trademarks (collectively, the “IP Collateral”) to secure payment of the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title and makes no assignment and grants no right to assign.

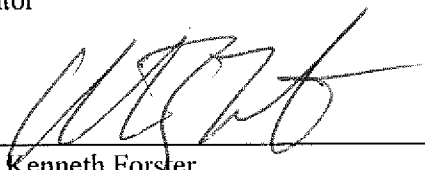
4. Loan Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Loan Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the Security Interest in the Copyrights, Trademarks and Patents made and granted hereby are more fully set forth in the Loan Agreement.

5. Governing Law. Section 16.15 (Governing Law) of the Loan Agreement is hereby incorporated by reference as if fully set forth herein, *mutatis mutandis*.

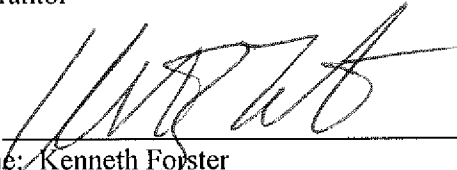
[NO FURTHER TEXT ON THIS PAGE; SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

SUNTECK, INC.,
as Grantor

By: 
Name: Kenneth Forster
Title: President and Chief Executive Officer

TTS, LLC,
as Grantor

By: 
Name: Kenneth Forster
Title: President and Chief Executive Officer

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 005938 FRAME: 0086

ACCEPTED AND AGREED
as of the date first above written:

CITIZENS BANK OF PENNSYLVANIA,
as Secured Party

By: Victor Notaro
Name: Victor Notaro
Title: Senior Vice President

EXHIBIT A

UNITED STATES REGISTERED OR PENDING COPYRIGHTS

Title	Registration No.	Publication Date/Year of Creation	Owner
Howard Nusbaum's advanced management reports	TX0002764003	10/17/1989	Sunteck, Inc. (f/k/a Autoinfo, Inc.)
Advanced management report enhancements	TX0004320759	7/15/1996	Sunteck, Inc. (f/k/a Autoinfo, Inc.)
AutoInfo yard management/checkmate	TX0002967606	7/16/1990	Sunteck, Inc. (f/k/a Autoinfo, Inc.)


EXHIBIT B

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

None.

EXHIBIT C

UNITED STATES REGISTERED OR PENDING TRADEMARKS AND SERVICE MARKS

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
	77879037 (November 23, 2009)	4007993 (August 9, 2011)	TTS, LLC (Delaware Limited Liability Company) Frisco, Texas