

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408158

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:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC		
Internal Address:	500 FIRST AVENUE		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
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:	2158325619		
<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:	215-569-5619		
Email:	PECSENYE@BLANKROME.COM		
Correspondent Name:	TIMOTHY D. PECSENYE		
Address Line 1:	ONE LOGAN SQUARE		
Address Line 2:	8TH FLOOR		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-16086		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	12/08/2016		
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 (the "Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan 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 "Credit Agreement") among the Grantor (together with any other Person joined thereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, 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, each 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 Credit Agreement.

2. REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of the 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 such 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 such 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 such 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 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 Credit 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 the Grantor to Agent, the Lenders or any of them pursuant to the terms of Credit Agreement.

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

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

7. AGREEMENT TO DELIVER SUPPLEMENTS. Each Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new registered Intellectual Property, Grantors shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7, 9.8 or 9.9 of the Credit Agreement following acquisition of such new registered Intellectual Property, deliver to 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 Grantors shall reconfirm the grant of a security interest in such newly acquired registered Intellectual Property to 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 Grantors hereby authorize 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 Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired registered Intellectual Property shall immediately and automatically upon any Grantor’s acquisition of any right, title and interest therein become part of the IP Collateral hereunder. In the event that any Grantor acquires any

such new registered Intellectual Property but Grantors fail for whatever reason to promptly deliver a Supplement pursuant to this Section 7, Grantors hereby authorize Agent to at any time thereafter execute in the name of each 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, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, 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 Other 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, each Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

XIRGO TECHNOLOGIES, LLC

By: 

Name: Luke A. Phenicie

Title: President


[Signature Page to Trademark and Patent Security Agreement]

TRADEMARK
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ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____


Josh D. Stehlin
Senior Vice President

[Signature Page to Trademark and Patent Security Agreement]

TRADEMARK
REEL: 005942 FRAME: 0299

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 limited liability company formed under the laws of the State of Delaware (the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC").

WITNESSETH

WHEREAS, Grantor and 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 Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other Secured Party, Grantor has agreed that upon the acquisition by Grantor of any new registered Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP 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 the Grantor in any Collateral under the Credit Agreement or any Other Document, Grantor hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of the 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 such 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 such 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 such 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 Agreement. Grantor hereby authorizes 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 Agent and to the Lenders 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 Agreement or any schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

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

[Remainder of Page Left Intentionally Blank]

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

GRANTORS:

XIRGO TECHNOLOGIES, LLC

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

DATED _____

Schedule I to Trademark and Patent Security Agreement

RECORDED: 12/08/2016

**TRADEMARK
REEL: 005942 FRAME: 0304**