

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Navico, Inc.		03/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GLAS Americas LLC		
Street Address:	230 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10169		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Serial Number:	86897458	TOTALSCAN	
Registration Number:	5115878	XSONIC	
Serial Number:	86675380	GENESIS	
Registration Number:	5151656	GOFREE	
Registration Number:	4739086	GOFREE	
Registration Number:	4852211	FORWARDSCAN	
Registration Number:	4867734	HALO	
Registration Number:	4809311	DOWNSCAN OVERLAY	
Registration Number:	4704830	SPOTLIGHTSCAN	
Registration Number:	4495680	INSIGHT GENESIS	
Registration Number:	4330213	TOUCH SENSIBLE	
Registration Number:	3963582	SONICHUB	
Registration Number:	3779712	STRUCTURESCAN	
Registration Number:	3667987	HDS	
Registration Number:	3655828	LAKE INSIGHT	
Registration Number:	3661933	INSIGHT USA	
Registration Number:	3655829	NAUTIC INSIGHT	
Registration Number:	3484583	MAPSELECT	
Registration Number:	3120451	LITTLE JOHN	

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Property Type	Number	Word Mark
Registration Number:	3014947	SIMNET
Registration Number:	2594352	EAGLE
Registration Number:	2592607	IFINDER
Registration Number:	2106729	LOWRANCE AVIONICS
Registration Number:	2113722	AIRMAP
Registration Number:	2106728	LOWRANCE AVIONICS
Registration Number:	2124469	GLOBALMAP
Registration Number:	2010665	IMS SMARTMAP
Registration Number:	1909875	
Registration Number:	1909876	EAGLE
Registration Number:	1909877	EAGLE
Registration Number:	1905510	AXIS
Registration Number:	1887025	GPS
Registration Number:	2027443	MOVING MAP
Registration Number:	1864602	SKIMMER
Registration Number:	1893938	EAGLE
Registration Number:	1038018	LOWRANCE
Registration Number:	0876523	L

CORRESPONDENCE DATA

Fax Number: 6172359493
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.
Phone: 617-951-7169
Email: catherine.murray@ropesgray.com
Correspondent Name: Catherine Murray
Address Line 1: Prudential Tower, 800 Boylston Street
Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	109149-0032
NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/cmurray/
DATE SIGNED:	03/31/2017

Total Attachments: 10

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

First Lien Trademark Security Agreement, dated as of March 31, 2017 by Navico, Inc. (“**Grantor**”), in favor of GLAS Americas LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) all registered Trademarks and pending applications for Trademarks, in any worldwide jurisdiction, of the Grantor, including those listed on Schedule I attached hereto; provided that, in no event shall any security interest be granted in any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein);

(b) all income, fees, royalties, damages and payments then and thereafter due and/or payable to any Grantor with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof; and

SECTION 3. The Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.

(a) The terms of Sections 10.15 and 10.16 of the Credit Agreement (as defined in the Security Agreement) with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

(b) Each party to this First Lien Trademark Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Security Agreement. Nothing in this First Lien Trademark Security Agreement will affect the right of any party to this First Lien Trademark Security Agreement to serve process in any other manner permitted by Law.

[Signature pages follow.]

NAVICO, INC.

By: _____


Name
Title



Gerard van de Polder
Head of Finance

[Signature Page to Trademark Security Agreement]

GLAS AMERICAS LLC,
as Collateral Agent

By: 
Name: Lee Morrell
Title: Transaction Manager

{Signature Page to Trademark Security Agreement}

**Schedule I
Trademark Registrations and Applications**



Trademark	Current Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date
TOTALSCAN ¹	NAVICO, INC. DELAWARE CORPORATION 4500 SOUTH 129TH EAST AVENUE SUITE 200 TULSA, OKLAHOMA 74134	86897458	2/4/2016		
XSONIC	NAVICO, INC. DELAWARE CORPORATION 4500 SOUTH 129TH EAST AVENUE, SUITE 200 TULSA, OKLAHOMA 74134	86863452	12/31/2015	5115878	1/3/2017
GENESIS ²	NAVICO, INC. DELAWARE CORPORATION SUITE 200 4500 SOUTH 129TH EAST AVENUE TULSA, OKLAHOMA 74134	86675380	6/26/2015		
GOFREE	NAVICO, INC. DELAWARE CORPORATION SUITE 200 4500 SOUTH 129TH EAST AVENUE TULSA, OKLAHOMA 74134	86460949	11/21/2014	5151656	2/28/2017
GOFREE	NAVICO, INC. DELAWARE CORPORATION SUITE 200 4500 SOUTH 129TH EAST AVENUE TULSA, OKLAHOMA 74134	86418989	10/9/2014	4739086	5/19/2015
FORWARDSCAN	NAVICO, INC. DELAWARE CORPORATION SUITE 200 4500 SOUTH 129TH EAST AVENUE TULSA, OKLAHOMA 74134	86361038	8/8/2014	4852211	11/10/2015




¹ Intent-to-use trademark application.


² Intent-to-use trademark application.

Trademark	Current Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date
HALO	NAVICO, INC. DELAWARE CORPORATION SUITE 200 4500 SOUTH 129TH EAST AVENUE TULSA, OKLAHOMA 741345885	86244072	4/7/2014	4867734	12/8/2015
DOWNSCAN OVERLAY	NAVICO, INC. DELAWARE CORPORATION SUITE 200 4500 SOUTH 129TH EAST AVENUE TULSA, OKLAHOMA 741345885	86142939	12/13/2013	4809311	9/8/2015
SPOTLIGHTSCAN	NAVICO, INC. DELAWARE CORPORATION SUITE 200 4500 SOUTH 129TH EAST AVENUE TULSA, OKLAHOMA 741345885	86121829	11/18/2013	4704830	3/17/2015
INSIGHT GENESIS	NAVICO, INC. DELAWARE CORPORATION 4500 SOUTH 129TH EAST AVENUE SUITE 200 TULSA, OKLAHOMA 741345885	85738465	9/25/2012	4495680	3/11/2014
TOUCH SENSIBLE	NAVICO, INC. DELAWARE CORPORATION 12000 EAST SKELLY DRIVE TULSA, OKLAHOMA 74128	85440004	10/5/2011	4330213	5/7/2013
SONICHUB	NAVICO, INC. DELAWARE CORPORATION 12000 E. SKELLY DRIVE TULSA, OKLAHOMA 741282486	85068852	6/22/2010	3963582	5/17/2011
STRUCTURESCAN	NAVICO, INC. DELAWARE CORPORATION 4500 SOUTH 129TH EAST AVE., SUITE 200 TULSA, OKLAHOMA 74134	77731697	5/7/2009	3779712	4/20/2010

Trademark	Current Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date
HDS	NAVICO, INC. DELAWARE CORPORATION 4500 SOUTH 129TH EAST AVENUE, SUITE 200 TULSA, OKLAHOMA 741345885	77567526	9/11/2008	3667987	8/11/2009
LAKE INSIGHT	NAVICO, INC. DELAWARE CORPORATION 4500 SOUTH 129TH EAST AVENUE, SUITE 200 TULSA, OKLAHOMA 741345885	77565629	9/9/2008	3655828	7/14/2009
INSIGHT USA	NAVICO, INC. DELAWARE CORPORATION 4500 SOUTH 129TH EAST AVENUE, SUITE 200 TULSA, OKLAHOMA 741345885	77565613	9/9/2008	3661933	7/28/2009
NAUTIC INSIGHT	NAVICO, INC. DELAWARE CORPORATION 4500 SOUTH 129TH EAST AVENUE, SUITE 200 TULSA, OKLAHOMA 741345885	77565638	9/9/2008	3655829	7/14/2009
MAPSELECT	NAVICO, INC. DELAWARE CORPORATION 12000 E. SKELLY DRIVE TULSA, OKLAHOMA 741282486	77371187	1/14/2008	3484583	8/12/2008
LITTLE JOHN	NAVICO, INC. MISSOURI CORPORATION 3670 SCARLET OAK BLVD. ST. LOUIS, MISSOURI 63122	78688299	8/9/2005	3120451	7/25/2006
SIMNET	NAVICO, INC. DELAWARE CORPORATION 4500 SOUTH 129TH EAST AVENUE, SUITE 200 TULSA, OKLAHOMA	78352849	1/16/2004	3014947	11/15/2005

Trademark	Current Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date
	741345885				
EAGLE	NAVICO, INC. DELAWARE CORPORATION 12000 E. SKELLY DRIVE TULSA, OKLAHOMA 741282486	76336263	11/13/2001	2594352	7/16/2002
IFINDER	NAVICO, INC. DELAWARE CORPORATION 12000 E. SKELLY DRIVE TULSA, OKLAHOMA 741282486	76074600	6/21/2000	2592607	7/9/2002
LOWRANCE AVIONICS	NAVICO, INC. DELAWARE CORPORATION 12000 E. SKELLY DRIVE TULSA, OKLAHOMA 741282486	75136713	7/19/1996	2106729	10/21/1997
AIRMAP	NAVICO, INC. DELAWARE CORPORATION 12000 E. SKELLY DRIVE TULSA, OKLAHOMA 741282486	75136711	7/19/1996	2113722	11/18/1997
	NAVICO, INC. DELAWARE CORPORATION 12000 E. SKELLY DRIVE TULSA, OKLAHOMA 741282486	75136712	7/19/1996	2106728	10/21/1997
GLOBALMAP	NAVICO, INC. DELAWARE CORPORATION 12000 E. SKELLY DRIVE TULSA, OKLAHOMA 741282486	74702744	7/12/1995	2124469	12/23/1997
IMS SMARTMAP	NAVICO, INC. DELAWARE CORPORATION 12000 E. SKELLY DRIVE TULSA, OKLAHOMA 741282486	74556518	8/3/1994	2010665	10/22/1996
	NAVICO, INC. DELAWARE CORPORATION	74553459	7/25/1994	1909875	8/8/1995

Trademark	Current Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date
	12000 E. SKELLY DRIVE TULSA, OKLAHOMA 741282486				
	NAVICO, INC. DELAWARE CORPORATION 4500 SOUTH 129TH EAST AVENUE, SUITE 200 TULSA, OKLAHOMA 74134	74553461	7/25/1994	1909876	8/8/1995
	NAVICO, INC. DELAWARE CORPORATION 4500 SOUTH 129TH EAST AVE., SUITE 200 TULSA, OKLAHOMA 74134	74553462	7/25/1994	1909877	8/8/1995
AXIS	NAVICO, INC. DELAWARE CORPORATION 4500 SOUTH 129TH EAST AVENUE, SUITE 200 TULSA, OKLAHOMA 74134	74548162	7/11/1994	1905510	7/18/1995
	NAVICO, INC. DELAWARE CORPORATION 12000 E. SKELLY DRIVE TULSA, OKLAHOMA 741282486	74514382	4/19/1994	1887025	4/4/1995
MOVING MAP	NAVICO, INC. DELAWARE CORPORATION 12000 E. SKELLY DRIVE TULSA, OKLAHOMA 741282486	74514435	4/19/1994	2027443	12/31/1996
SKIMMER	NAVICO, INC. DELAWARE CORPORATION 12000 E. SKELLY DRIVE	74478492	1/11/1994	1864602	11/29/1994

Trademark	Current Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date
	TULSA, OKLAHOMA 741282486				
EAGLE	NAVICO, INC. DELAWARE CORPORATION 12000 E. SKELLY DRIVE TULSA, OKLAHOMA 741282486	73387462	9/22/1982	1893938	5/16/1995
LOWRANCE	NAVICO, INC. DELAWARE CORPORATION 12000 E. SKELLY DRIVE TULSA, OKLAHOMA 741282486	72407948	11/17/1971	1038018	4/13/1976
	NAVICO, INC. DELAWARE CORPORATION 12000 E. SKELLY DRIVE TULSA, OKLAHOMA 741282486	72289938	1/31/1968	876523	9/9/1969