

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435504

| | | | |
|---|----------------------------|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| XPLORE TECHNOLOGIES CORP. | | 04/17/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BANK OF AMERICA, N.A. | | |
| Street Address: | One Bryant Park | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10036 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 14 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3729219 | XPLORE TECHNOLOGIES | |
| Registration Number: | 4991898 | X SLATE | |
| Registration Number: | 2798870 | MOTION COMPUTING | |
| Registration Number: | 4757153 | MOTION R12 | |
| Registration Number: | 2931993 | VIEW ANYWHERE | |
| Registration Number: | 4129491 | MOTION | |
| Registration Number: | 4404367 | SLATEMATE | |
| Registration Number: | 3445131 | MOTION | |
| Registration Number: | 4585913 | SNAPWORKS | |
| Registration Number: | 5036065 | XPLORE | |
| Registration Number: | 5036066 | XPLORE | |
| Registration Number: | 4721446 | R12 | |
| Serial Number: | 87100774 | THE RUGGED TABLET AUTHORITY | |
| Serial Number: | 87100840 | EST. 1996 XPLORE THE RUGGED TABLET AUTHO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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> | | | |

OP \$365.00 3729219

Phone: 614-280-3566
Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Gloria Sheehan

SIGNATURE: /Gloria Sheehan/

DATE SIGNED: 07/18/2017

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of April 17, 2017, is made by **XPLORE TECHNOLOGIES CORP.**, a Delaware corporation ("Technologies"), **XPLORE TECHNOLOGIES CORPORATION OF AMERICA**, a Delaware corporation ("XTCA" and, together with Technologies, individually and collectively, jointly and severally, "Grantor"), in favor of **BANK OF AMERICA, N.A.** ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Loan Agreement"), by and among Technologies, XTCA and Lender.

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, as security for Grantor's obligations arising under the Loan Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Lender as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or

examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Lender an original of a Special Power of Attorney, a form of which is annexed hereto as Exhibit A, for, upon and during the continuance of an Event of Default, the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender upon and during the continuance of an Event of Default hereunder and under Loan Agreement and other Loan Documents.

6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

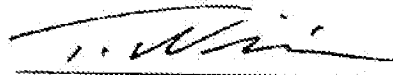
9. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

[Signature page follows]

IN WITNESS WHEREOF. Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

GRANTOR:

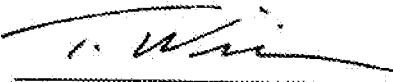
XPLORE TECHNOLOGIES CORP., as Grantor

By:  _____

Name: Tom Wilkinson

Title: Chief Financial Officer


**XPLORE TECHNOLOGIES CORPORATION
OF AMERICA,** as Grantor

By:  _____

Name: Tom Wilkinson

Title: Chief Financial Officer

BANK OF AMERICA, N.A. ,
as Lender

By:  _____

Name: Kamal Shah

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

EXHIBIT A
SPECIAL POWER OF ATTORNEY – TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that XPLORE TECHNOLOGIES CORP. (“Technologies”), XPLORE TECHNOLOGIES CORPORATION OF AMERICA (“XTCA” and, together with Technologies, individually and collectively, jointly and severally, “Grantor”) hereby appoints BANK OF AMERICA, N.A. (“Lender”) and each officer thereof, upon and during the continuance of an Event of Default, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts to the extent permitted under the Loan Agreement or other Loan Documents upon and during the continuance of an Event of Default (as such terms are defined in the Loan Agreement):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to the Trademark Collateral (as such term is defined in that certain Trademark Security Agreement, dated of even date herewith, by and among Grantor and Lender (the “Trademark Security Agreement”)), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the Patent Security Agreement.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its reasonable discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement and may not be revoked until full payment of the Obligations, as such term is defined in the Loan Agreement.

Dated as of April 17, 2017.

[Signature Page Follows]

GRANTOR:

XPLORE TECHNOLOGIES CORP., as Grantor

By: 

Name: Tom Wilkinson

Title: Chief Financial Officer

**XPLORE TECHNOLOGIES CORPORATION
OF AMERICA, as Grantor**

By: 








Name: Tom Wilkinson

Title: Chief Financial Officer





[Power of Attorney – Trademark Security Agreement]

**TRADEMARK
REEL: 006107 FRAME: 0751**

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS








| Case No. | Mark | Status | Reg. No. | Country |
|---------------------------|---|------------|----------------------|-----------------|
| RBD-AB-XPT002 | XPLORE TECHNOLOGIES | Registered | 3,729,219 | US |
| RBD-AB-XPT002- MAD | XPLORE TECHNOLOGIES | Registered | 1237752 | Madrid Protocol |
| RBD-AB-XPT002- MAD-EU | XPLORE TECHNOLOGIES | Registered | 1237752 | European Union |
| RBD-AB-XPT006 |  | Registered | 4,991,898 | US |
| RBD-AB-XPT006- MAD |  | Registered | 1297001 | Madrid Protocol |
| RBD-AB-XPT006- MAD-AUS |  | Registered | 1768873 / 1297001 | Australia |
| RBD-AB-XPT006- MAD-CHI |  | Pending | TBD | China |
| RBD-AB-XPT006- MAD-FRA |  | Pending | TBD | France |
| RBD-AB-XPT006- MAD-GER |  | Registered | 1297001 | Germany |
| RBD-AB-XPT006- MAD-JAP |  | Registered | 1297001 | Japan |

SCHEDULE 1 (CONTINUED)
TRADEMARKS AND TRADEMARK APPLICATIONS

| Case No. | Mark | Status | Reg. No. | Country |
|----------------------|---|------------|-------------|--------------------|
| RBD-AB-XPT006-MAD-UK |  | Registered | 1297001 | United Kingdom |
| RBD-AB-XPT007 | MOTION COMPUTING | Registered | 2,798,870 | US |
| RBD-AB-XPT007-AUS | MOTION COMPUTING | Registered | 935899 | Australia |
| RBD-AB-XPT007-CAN | MOTION COMPUTING | Registered | TMA 616,511 | Canada |
| RBD-AB-XPT007-CHI | MOTION COMPUTING | Registered | 4932053 | China |
| RBD-AB-XPT007-CTM | MOTION COMPUTING | Registered | 002951085 | European Community |
| RBD-AB-XPT007-JAP | MOTION COMPUTING | Registered | 4693697 | Japan |
| RBD-AB-XPT007-SAF | MOTION COMPUTING | Registered | 2003/14784 | South Africa |
| RBD-AB-XPT007-SW | MOTION COMPUTING | Registered | 525684 | Switzerland |
| RBD-AB-XPT007-TAI | MOTION COMPUTING | Registered | 01166100 | Taiwan |
| RBD-AB-XPT008 | MOTION R12 | Registered | 4,757,153 | US |
| RBD-AB-XPT008-CTM | MOTION R12 | Registered | 012741559 | European Community |
| RBD-AB-XPT009 | R12 | Registered | 4,721,446 | US |
| RBD-AB-XPT009-CTM | R12 | Registered | 012741518 | European Community |
| RBD-AB-XPT010 | VIEW ANYWHERE | Registered | 2,931,993 | US |
| RBD-AB-XPT011-CAN | SPEAK ANYWHERE | Registered | TMA 667,245 | Canada |
| RBD-AB-XPT012 |  | Registered | 4,129,491 | US |
| RBD-AB-XPT012-AUS |  | Registered | 1434216 | Brazil |
| RBD-AB-XPT012-BRA |  | Registered | 831105526 | Brazil |





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SCHEDULE 1 (CONTINUED)
TRADEMARKS AND TRADEMARK APPLICATIONS

| Case No. | Mark | Status | Reg. No. | Country |
|-----------------------|---|------------|----------------------|--------------------|
| RBD-AB-XPT012-CAN |  | Registered | TMA 833,519 | Canada |
| RBD-AB-XPT012-CTM |  | Registered | 010090819 | European Community |
| RBD-AB-XPT012-JAP |  | Registered | 5470998 | Japan |
| RBD-AB-XPT012-KOR |  | Registered | 40-0941862 | Korea, Republic of |
| RBD-AB-XPT012-SAF |  | Registered | 2011/15915 | South Africa |
| RBD-AB-XPT012-SW |  | Registered | 622446 | Switzerland |
| RBD-AB-XPT012-TAI |  | Registered | 01513090 | Taiwan |
| RBD-AB-XPT013 | SLATEMATE | Registered | 4,404,367 | US |
| RBD-AB-XPT014 | MOTION | Registered | 3,445,131 | US |
| RBD-AB-XPT015 | SNAPWORKS | Registered | 4,585,913 | US |
| RBD-AB-XPT016 | XPLORE | Registered | 5,036,065 | US |
| RBD-AB-XPT016-MAD | XPLORE | Registered | 1305879 | Madrid Protocol |
| RBD-AB-XPT016-MAD-AUS | XPLORE | Registered | 1790454 / 1305879 | Australia |
| RBD-AB-XPT016-MAD-FRA | XPLORE | Pending | TBD | France |
| RBD-AB-XPT016-MAD-GER | XPLORE | Pending | TBD | Germany |
| RBD-AB-XPT016-MAD-UK | XPLORE | Registered | 1305879 | United Kingdom |








[Trademark Security Agreement]

SCHEDULE 1 (CONTINUED)
TRADEMARKS AND TRADEMARK APPLICATIONS

| Case No. | Mark | Status | Reg. No. | Country |
|---------------------------|---|------------|----------------------------|-----------------|
| RBD-AB-XPT017 |  | Registered | 5,036,066 | US |
| RBD-AB-XPT018 | THE RUGGED TABLET AUTHORITY | Pending | TBD 87100774 | US |
| RBD-AB-XPT018- MAD | THE RUGGED TABLET AUTHORITY | Registered | 1327376 | Madrid Protocol |
| RBD-AB-XPT018- MAD-AUS | THE RUGGED TABLET AUTHORITY | Pending | TBD | Australia |
| RBD-AB-XPT018- MAD-CHI | THE RUGGED TABLET AUTHORITY | Pending | TBD | China |
| RBD-AB-XPT018- MAD-FRA | THE RUGGED TABLET AUTHORITY | Pending | TBD | France |
| RBD-AB-XPT018- MAD-GER | THE RUGGED TABLET AUTHORITY | Pending | TBD | Germany |
| RBD-AB-XPT018- MAD-ITA | THE RUGGED TABLET AUTHORITY | Pending | TBD | Italy |
| RBD-AB-XPT018- MAD-UK | THE RUGGED TABLET AUTHORITY | Pending | TBD | United Kingdom |
| RBD-AB-XPT019 |  | Pending | 87100840 TBD | US |
| RBD-AB-XPT019- MAD |  | Registered | 1 334 563 | Madrid Protocol |
| RBD-AB-XPT019- MAD-AUS |  | Pending | TBD | Australia |

[Trademark Security Agreement]

SCHEDULE 1 (CONTINUED)
TRADEMARKS AND TRADEMARK APPLICATIONS

| Case No. | Mark | Status | Reg. No. | Country |
|-----------------------|---|------------|----------|----------------|
| RBD-AB-XPT019-MAD-CHI |  | Pending | TBD | China |
| RBD-AB-XPT019-MAD-FRA |  | Pending | TBD | France |
| RBD-AB-XPT019-MAD-GER |  | Pending | TBD | Germany |
| RBD-AB-XPT019-MAD-ITA |  | Pending | TBD | Italy |
| RBD-AB-XPT019-MAD-UK |  | Pending | TBD | United Kingdom |
| RBD-AB-XPT020-NZ |  | Registered | 962523 | New Zealand |
| RBD-AB-XPT020-UK |  | Registered | 262568 | United Kingdom |

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