

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441271

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Remote Technologies Incorporated		08/30/2017	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	800 Nicollet Mall		
<b>Internal Address:</b>	U.S. Bancorp Center, 3rd Floor		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87114452	IT'S UNDER CONTROL	
<b>Registration Number:</b>	4877524	RTI	
<b>Registration Number:</b>	4877522	RTI	
<b>Registration Number:</b>	4267036	RTIDOCK	
<b>Registration Number:</b>	4266842	LASER SHARK	
<b>Registration Number:</b>	4313539	SURFIR	
<b>Registration Number:</b>	4109546	PRO	
<b>Registration Number:</b>	4198981	PRO CONTROL	
<b>Registration Number:</b>	4115596	VIRSA	
<b>Registration Number:</b>	3098895	IT'S UNDER CONTROL	
<b>Registration Number:</b>	3764908	COOL POWER	
<b>Registration Number:</b>	4206366	GET MORE CONTROL	
<b>Registration Number:</b>	3578228	INTEGRATION DESIGNER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	10914.451		
<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 \$340.00 87114452

**Email:** trademark@winthrop.com  
**Correspondent Name:** Michael Olsen  
**Address Line 1:** 225 South Sixth Street  
**Address Line 2:** Capella Tower, Suite 3500  
**Address Line 4:** Minneapolis, MINNESOTA 55402

**NAME OF SUBMITTER:** Michael T. Olsen

**SIGNATURE:** /MTO/

**DATE SIGNED:** 08/30/2017

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 30, 2017, is made by REMOTE TECHNOLOGIES INCORPORATED, a Minnesota corporation (the "Debtor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party").

### WITNESSETH:

The Secured Party has agreed to extend credit to the Debtor pursuant to that certain Credit Agreement of even date herewith by and among the Debtor and the Secured Party (as the same may be amended, supplemented or restated from time to time, the "Credit Agreement").

The Debtor has, pursuant to that certain Security Agreement of even date herewith executed by the Debtor in favor of the Secured Party (the "Security Agreement"), granted the Secured Party a security interest in the Debtor's assets to secure the Secured Obligations (as defined in the Security Agreement) including, among other things, all of the Debtor's trademarks;

Pursuant to the Security Agreement, the Debtor is required to execute and deliver this Trademark Security Agreement; and

Terms used herein with their initial letter capitalized shall have the meaning given to such terms in the Security Agreement and Credit Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Credit Agreement and to induce the Secured Party to make extensions of credit to the Debtor thereunder, the Debtor hereby agrees with the Secured Party as follows:

1. Grant of Security Interest in Trademark Collateral. The Debtor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Debtor, hereby grants to the Secured Party for the benefit of the Secured Party a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Debtor (the "Trademark Collateral"):
  - (a) all of Debtor's trademark applications, trademarks and all related trademark licenses referenced on Schedule 1 attached hereto; and
  - (b) all renewals of such trademarks referenced on Schedule 1 attached hereto.
2. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Debtor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

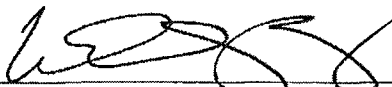
3. Debtor Remains Liable. The Debtor hereby agrees that, anything herein to the contrary notwithstanding, the Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademark applications, trademarks and related trademark licenses subject to a security interest hereunder. Unless and until an Event of Default shall occur and be continuing, the Debtor shall have the right to use and register the Trademark Collateral in the ordinary course of the business of the Debtor.
4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. A facsimile or electronic copy of a signature shall be as binding as an original signature.
5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the state of Minnesota.

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


REMOTE TECHNOLOGIES  
INCORPORATED, a Minnesota corporation

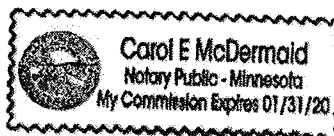
By:   
Ed McConaghay  
Its: President/Chief Executive Officer

**ACKNOWLEDGMENT OF DEBTOR**

State of MN )  
County of Scott ) ss.


On this 29 day of August, 2017 before me personally appeared Ed McConaghay, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Remote Technologies Incorporated, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public



ACCEPTED AND AGREED  
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION, a national banking association

By:   
\_\_\_\_\_  
Garrett R. Davis  
Its Vice President

**SCHEDULE I**  
**TO TRADEMARK SECURITY AGREEMENT**

(i) Trademarks:

<b>Mark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>
RTI	U.S.	4877524	December 29, 2015
RTI	U.S.	4877522	December 29, 2015
RTIDOCK	U.S.	4267036	January 1, 2013
LASER SHARK	U.S.	4266842	January 1, 2013
SURFIR	U.S.	4313539	April 2, 2013
PRO	U.S.	4109546	March 6, 2012
PRO CONTROL	U.S.	4198981	August 28, 2012
VIRSA	U.S.	4115596	May 20, 2012
IT'S UNDER CONTROL	U.S.	3098895	May 30, 2006
COOL POWER	U.S.	3764908	March 23, 2010
GET MORE CONTROL	U.S.	4206366	September 11, 2012
INTEGRATION DESIGNER	U.S.	3578228	February 17, 2009

(ii) Trademark Applications:

<b>Mark</b>	<b>Country</b>	<b>Application No.</b>	<b>Application Date</b>
IT'S UNDER CONTROL	U.S.	87114452	July 25, 2016