

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM455114

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
StarTrak Logistics Management Solutions, LLC		12/18/2017	Limited Liability Company: DELAWARE
Startrak Information Technologies, LLC		12/18/2017	Limited Liability Company: DELAWARE
ORBCOMM LLC		12/18/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties
Street Address:	10 S. Dearborn Street
Internal Address:	Mail Code IL-0010, L2 Floor, Attn: Stacy Slaton
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78226712	CARGOWATCH
Serial Number:	75579868	HEALTHTRAK
Serial Number:	74333640	ORBCOMM
Serial Number:	75127471	ORBCOMM
Serial Number:	87275122	ORBCOMM
Serial Number:	77179265	REEFERTRAK
Serial Number:	87336773	VERIOT

CORRESPONDENCE DATA

Fax Number: 4045818330

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: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown, Jones Day

Address Line 1: 1420 Peachtree Street NE

TRADEMARK

Address Line 2:	Suite 800
Address Line 4:	Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Sidney R. Brown
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SIGNATURE:	/Sidney R. Brown/
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DATE SIGNED:	12/19/2017
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

WHEREAS, StarTrak Logistics Management Solutions, LLC, a Delaware limited liability company, Startrak Information Technologies, LLC, a Delaware limited liability company, and ORBCOMM LLC, a Delaware limited liability company (each, a “**Grantor**” and, collectively, the “**Grantors**”), own and use in their respective businesses, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantors are party to a Security Agreement dated as of December 18, 2017 (the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and JPMorgan Chase Bank, N.A., solely in its capacity as Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”), pursuant to which each Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantors to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby grant to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);

(ii) all goodwill of such Grantors’ business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to 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, solely to the extent, if any, that, and solely 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 intentto-use application under applicable federal law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

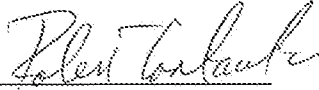
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

It is understood and agreed that JPMorgan Chase Bank, N.A., is entering into this Agreement solely in its capacity as Collateral Agent under the Credit Agreement and not in its individual or corporate capacity. In acting under this Agreement, the Collateral Agent shall be entitled to all of the rights, privileges and immunities of the Collateral Agent under the Credit Agreement and Security Agreement as if such rights, privileges and immunities were set forth herein.

[The remainder of this page is intentionally left blank.]

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

ORBCOMM INC.

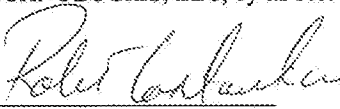
By 

Name: Robert Costantini

Title: Executive Vice President & Chief Financial Officer

**STARTRAK LOGISTICS MANAGEMENT
SOLUTIONS, LLC**

By: its sole member STARTRAK INFORMATION
TECHNOLOGIES, LLC, by its sole member ORBCOMM INC.

By 

Name: Robert Costantini

Title: Executive Vice President & Chief Financial Officer

**STARTRAK INFORMATION
TECHNOLOGIES, LLC**

By: ORBCOMM INC., its sole member

By 

Name: Robert Costantini

Title: Executive Vice President & Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
solely in its capacity as Collateral Agent

By: _____

Name: _____

Title: _____

James J. McDonnell
Authorized Signer

[Signature Page to Trademark Security Agreement]

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademarks:

<u>Registered Owner</u>	<u>Registration / Appl. Number</u>	<u>Registration / Appl. Date</u>	<u>Trademark</u>
StarTrak Logistics Management Solutions, LLC	78/226712	18-Mar-2003	CARGOWATCH
StartrakInformation Technologies, LLC	75/579868	30-Oct-1998	HEALTHTRAK
Orbcomm LLC	74/333640	23-Nov-1992	ORBCOMM ORBCOMM
Orbcomm LLC	75/127471	01-Jul-1996	ORBCOMM
ORBCOMM LLC	87/275,122	20-Dec-2017	ORBCOMM(logo)
StartrakInformation Technologies, LLC	77/179265	11-May-2007	REEFERTRAK
Orbcomm LLC	87336773	15-Feb-2017	Veriot
Orbcomm LLC	3091104	09-May-2006	GLOBALTRAK