

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM455785

<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>
Ground Effects, Ltd.		12/20/2017	Limited Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87301279	GFX LAW ENFORCEMENT VEHICLES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	038507-0570		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/S/ Angela M. Amaru		
<b>DATE SIGNED:</b>	12/22/2017		
<b>Total Attachments: 5</b>			
source=IXS Incremental - Trademark Securty Agreement [Ground Effects LTD]#page1.tif			
source=IXS Incremental - Trademark Securty Agreement [Ground Effects LTD]#page2.tif			
source=IXS Incremental - Trademark Securty Agreement [Ground Effects LTD]#page3.tif			
source=IXS Incremental - Trademark Securty Agreement [Ground Effects LTD]#page4.tif			
source=IXS Incremental - Trademark Securty Agreement [Ground Effects LTD]#page5.tif			

CH \$40.00 87301279

## EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT dated as of December 20, 2017 (this "Agreement"), between Ground Effects, Ltd ( "Grantor") and Jefferies Finance LLC, as U.S. Collateral Agent (in such capacity, the "U.S. Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of November 29, 2016 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among IXS HOLDINGS, INC., a Delaware corporation ("Holdings"), INNOVATIVE XCESSORIES & SERVICES LLC, a Delaware limited liability company (the "U.S. Borrower"), GROUND EFFECTS LTD., an Ontario corporation ("Ground Effects"), LINE-X CANADA LTD., an Alberta corporation ("Line-X" and, together with Ground Effects, each a "Canadian Borrower" and collectively, the "Canadian Borrowers" and together with the U.S. Borrower, the "Borrowers"), Jefferies Finance LLC, as U.S. Administrative Agent, U.S. Collateral Agent, Canadian Administrative Agent and Canadian Collateral Agent, and the Lenders from time to time party thereto, and (b) the U.S. Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "U.S. Collateral Agreement"), among Holdings, the U.S. Borrower, the other grantors from time to time party thereto and the U.S. Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is a Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the U.S. Collateral Agreement. The rules of construction specified in Section 1.01(b) of the U.S. Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the U.S. Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States trademarks and trademark applications listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act but only 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 such intent-to-use trademark under applicable federal law.

SECTION 3. U.S. Collateral Agreement. The Security Interest granted to the U.S. Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the U.S. Collateral Agent pursuant to the U.S. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the U.S. Collateral Agent with respect to the Trademark Collateral are more fully set forth in the U.S. Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the U.S. Collateral Agreement, the terms of the U.S. Collateral Agreement shall govern.

SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and the U.S. Collateral Agent shall execute, acknowledge, and deliver to the Grantors an

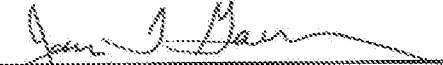
instrument in writing in recordable form releasing the security interest in the Trademark Collateral granted under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GROUND EFFECTS LTD., as Grantor

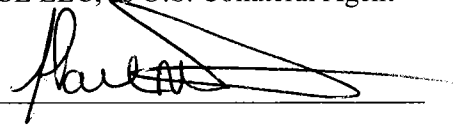
By:   
Name: James T. Garner  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006235 FRAME: 0676**

JEFFERIES FINANCE LLC, as U.S. Collateral Agent

By:  
Name:  
Title:




A handwritten signature in black ink, appearing to read "J. Paul McDonnell", is written over a horizontal line.

J. Paul McDonnell  
Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006235 FRAME: 0677**

TRADEMARK COLLATERAL

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Grantor
GFX LAW ENFORCEMENT VEHICLES 	87301279 1/13/2017	---	Pending	Ground Effects, Ltd.