

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467866

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tracking Solutions Corp.		03/30/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 North Wacker Drive, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4473437	TSO MOBILE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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>			
Phone:	312-577-8518		
Email:	rebecca.dyson@kattenlaw.com		
Correspondent Name:	Rebecca Dyson		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Rebecca Dyson		
SIGNATURE:	/rebecca dyson/		
DATE SIGNED:	03/30/2018		
Total Attachments: 5			
source=[Executed] NXT-GPS - Trademark Sec. Agmt. (Tracking Solutions)#page1.tif			
source=[Executed] NXT-GPS - Trademark Sec. Agmt. (Tracking Solutions)#page2.tif			
source=[Executed] NXT-GPS - Trademark Sec. Agmt. (Tracking Solutions)#page3.tif			
source=[Executed] NXT-GPS - Trademark Sec. Agmt. (Tracking Solutions)#page4.tif			
source=[Executed] NXT-GPS - Trademark Sec. Agmt. (Tracking Solutions)#page5.tif			

CH \$40.00 4473437

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30 day of March, 2018, by Tracking Solutions Corp., a Florida corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of March 30, 2018 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of March 30, 2018 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Credit Party hereby grants to Grantee, for its benefit and the benefit of Lenders and the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on, security interest in and pledge on any and all right, title and interest in and to any and all of the following property and interests in property of such Credit Party, whether now owned or existing or hereafter created, acquired or arising, but in each case excluding Excluded Property (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

(i) Trademarks, including those listed on Schedule 1 annexed hereto;
and

(ii) all rights to all related past, present and future causes of action and any and all interests, claims, and rights for damages, profits, and other

awards or remedies by reason of any infringement, unauthorized use, dilution, misappropriation, or other violation of the foregoing.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TRACKING SOLUTIONS CORP., a Florida corporation

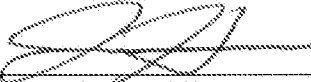
By 

Name: Keith Schneider

Title: President and Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Grantee

By 
Name: Joshua Haldi
Title: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
TSO Mobile	4,473,437	1/28/2014

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
--	-----------------------------	---------------------