

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468143

<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>
INTOUCH GPS, LLC		03/30/2018	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIVE POINTS MEZZANINE FUND III, L.P., AS AGENT		
<b>Street Address:</b>	101 NORTH CHERRY STREET, SUITE 700		
<b>City:</b>	WINSTON-SALEM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27101		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4327653	VIRTUAL FLEET SUPERVISOR SUPERVISE YOUR	
<b>Registration Number:</b>	4293728	VIRTUAL FLEET SUPERVISOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	312-577-8574		
<b>Email:</b>	humberto.aquino@kattenlaw.com		
<b>Correspondent Name:</b>	Humberto Aquino c/o Katten		
<b>Address Line 1:</b>	525 W. Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	342663-00224		
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO		
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/		
<b>DATE SIGNED:</b>	04/02/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of March, 2018 by InTouch GPS, LLC, a Florida limited liability company ("Grantor"), in favor of Five Points Mezzanine Fund III, L.P., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Agent"):

### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Agent and the lenders identified therein are parties that certain Senior Subordinated 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 Agent 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 Agent (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Agent, 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 Agent, 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

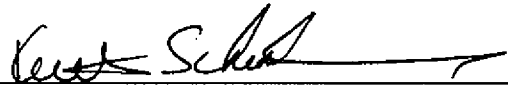
(ii) all rights to all related past, present and future causes of action and any and all interests, claims, and rights for damages, profits, and other awards or

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.

**INTOUCH GPS, LLC**

By:   
Name: Keith Schneider  
Title: President and CEO

Agreed and Accepted  
As of the Date First Written Above

**FIVE POINTS MEZZANINE FUND III, L.P.,**  
as Agent

By: Five Points Mezzanine Advisors III, LLC, its  
General Partner

By \_\_\_\_\_  
Its \_\_\_\_\_

[Signature Page to Trademark Security Agreement]

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

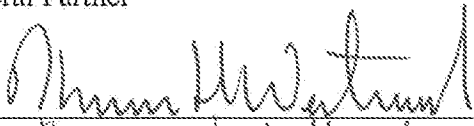
**INTOUCH GPS, LLC**

By \_\_\_\_\_  
Its \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**FIVE POINTS MEZZANINE FUND III, L.P.,**  
as Agent

By: Five Points Mezzanine Advisors III, LLC, its  
General Partner

By:   
Name: Thomas H. Westbrook  
Title: Manager

**SCHEDULE 1**

**InTouch GPS, LLC**  
**(Florida Limited Liability Company)**

**U.S. Trademarks**

**Trademark Registrations**

<b><u>Mark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
<u>VIRTUAL FLEET SUPERVISOR SUPERVISE YOUR FLEET WITHOUT HIRING AN EMPLOYEE and Design</u>	<u>4327653</u>	<u>04/30/13</u>
<u>VIRTUAL FLEET SUPERVISOR</u>	<u>4293728</u>	<u>02/19/13</u>