

900455735 06/25/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM479219

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRAX TECHNOLOGIES, INC.		06/22/2018	Corporation: NEVADA
Trax Holdings, Incorporated		06/22/2018	Corporation: DELAWARE
VERACTION, LLC		06/22/2018	LLC : GEORGIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commerical Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4784688	VERACTION	
Registration Number:	4738595		
Registration Number:	3997177	EMPOWER TRUST.	
Registration Number:	3559604	TRAX	
Registration Number:	3710813	TRAX	
Registration Number:	4837311	TRAX CERTIFIED	
Registration Number:	4837310	TRAX CERTIFIED INVOICE	
Registration Number:	4806798	TRAX RISK SCORE	
Registration Number:	4871557	TRAX SCORE	
Serial Number:	87882990	TRAX	
Registration Number:	5125237	TOTAL TSM	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		

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Email: pecseyne@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-18050

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 06/25/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 22nd day of June, 2018, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, among (1) TRAX DATA REFINERY, INC. ("Trax"), (2) VERACTION, LLC ("Veraction"), (3) VERACTION HOLDING CORPORATION ("Veraction Holdings"), (4) NATIONAL TRAFFIC CONSULTANTS, INC. ("NTC"), (5) COST MANAGEMENT AND RECOVERY GROUP, LLC ("CMRG"), (6) TRAX HOLDINGS, INCORPORATED ("Trax Holdings"), (7) TRAX TECHNOLOGIES, INC. ("Trax Technologies"), (8) TRAX GROUP, INC. ("HoldCo"), (9) TRAX MIDCO, LLC ("MidCo"), such other Persons as may hereafter become Borrowers thereunder (together with Trax, Veraction, Veraction Holdings, NTC, CMRG, Trax Holdings, Trax Technologies, HoldCo and MidCo, the "Borrowers"), the Persons which are now or which hereafter become a lender thereunder (collectively, the "Lenders" and each individually a "Lender") and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and first priority Lien on all of such Grantor's Collateral, including all right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks") and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto, but excluding "intent-to-use" United States trademark applications to the extent that an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or if filed, has not been deemed in conformity with 15 U.S.C. §1051(a) (collectively, "Trademarks"); provided, however that upon filing of an amendment to allege use or statement of use under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), which conforms with 15

U.S.C. §1051(a), such trademarks shall be immediately and automatically deemed “Trademarks” under this Agreement;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with those of the Credit Agreement, the provisions of the Credit Agreement shall govern.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall create or obtain rights to any new Trademarks or Licenses for Trademarks, in each case, constituting Collateral, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors’ obligations under this Section 5, Grantors hereby authorize Agent unilaterally (but Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. GOVERNING LAW. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the indefeasible repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than Unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

9. OTHER DOCUMENT. This Trademark Security Agreement is an Other Document for all purposes under the Credit Agreement.

10. INCORPORATION. The provisions of Article XII (Waivers and Judicial Proceedings), Section 16.5 (Indemnity), Section 16.6 (Notice), Section 16.8 (Severability), Section 16.9 (Expenses), Section 16.11 (Consequential Damages), Section 16.12 (Captions) and Section 16.14 (Construction) of the Credit Agreement are incorporated herein by reference mutatis mutandis with the same force and effect as if expressly written herein.

[Remainder of page intentionally left blank; signature page follows.]

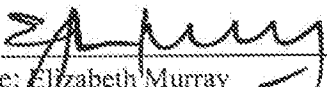
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

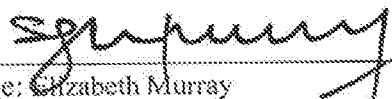
VERACTION, LLC

By: 
Name: Elizabeth Murray
Title: Chief Financial Officer and Secretary

TRAX TECHNOLOGIES, INC.


By: 
Name: Elizabeth Murray
Title: Vice President, Chief Financial Officer, Secretary
and Treasurer

TRAX HOLDINGS, INCORPORATED

By: 
Name: Elizabeth Murray
Title: Chief Financial Officer and Secretary

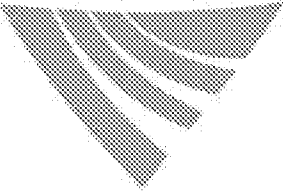
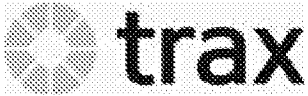
ACCEPTED AND
ACKNOWLEDGED BY:



PNC BANK, NATIONAL ASSOCIATION,

By: 
Name: BENJAMIN DONKIN
Title: VICE PRESIDENT

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Owner	Registration No.	U.S./Foreign Registration
<u>Veraction</u>	Veraction, LLC	4784688	USA
	Veraction, LLC	4738595	USA
EMPOWER TRUST.	Trax Technologies, Inc.	3997177	USA
TRAX	Trax Holdings, Incorporated	3559604	USA
	Trax Technologies, Inc.	3710813	USA
TRAX CERTIFIED	Trax Technologies, Inc.	4837311	USA
TRAX CERTIFIED INVOICE	Trax Technologies, Inc.	4837310	USA
TRAX RISK SCORE	Trax Technologies, Inc.	4806798	USA
TRAX SCORE	Trax Technologies, Inc.	4871557	USA
	Trax Technologies, Inc.	87882990	USA

Mark	Owner	Registration No.	U.S./Foreign Registration
EMPOWER TRUST	Trax Technologies, Inc.	T1214646H	Singapore
TRAX	Trax Holdings, Incorporated	T1214647F	Singapore
	Trax Holdings, Incorporated	226120	Costa Rica
TRAX	Trax Technologies, Inc.	EU EUIPO 011157062	EU
EMPOWER TRUST	Trax Technologies, Inc.	EU EUIPO 011157039	EU
	Trax Technologies, Inc.	EU EUIPO 011167509	EU
TOTAL TSM	Veraction, LLC	5125237	USA