

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM495849

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SPIREON, INC.		10/05/2018	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ally Bank, as Agent		
<b>Street Address:</b>	300 Park Avenue		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Utah State Bank: UTAH		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4021685	THE NEXT GENERATION IN THEFT RECOVERY	
<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>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Corenda R. Lewis		
<b>SIGNATURE:</b>	/Corenda R. Lewis/		
<b>DATE SIGNED:</b>	10/29/2018		
<b>Total Attachments: 6</b>			
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source=Trademark Security Agreement & Coversheet - October 5, 2018 (Part 2)#page2.tif			
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

SPIREON, INC.

- Individual(s)
- Partnership
- Corporation- State: Tennessee
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) October 5, 2018

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Ally Bank, as Agent

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Utah State Bank Citizenship Utah

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A attached

See Schedule A attached

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

October 29, 2018

Date

Corenda R. Lewis

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SECURITY AGREEMENT (TRADEMARK)**

This SECURITY AGREEMENT (TRADEMARK), dated as of October 5, 2018 (this “Security Agreement”), is by and between Spireon, Inc., a Tennessee corporation (the “Grantor” or “Spireon,” and immediately upon the consummation of the Closing Date Acquisition (as defined in the Loan Agreement (as defined below)), the “Borrower”), and Ally Bank, as agent (the “Agent”). Capitalized terms used but not defined herein shall have the meanings given to such term in that certain Revolving Loan, Term Loan and Security Agreement, dated as of October 5, 2018, among Spireon, LLC, a Delaware limited liability company, Spireon, each other borrower from time to time party thereto, the guarantors from time to time party thereto, the financial institutions party to the Loan Agreement from time to time as lenders (collectively, “Lenders”), and Ally Bank, as agent for the Lenders (as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”).

**WHEREAS** the Grantor is the owner and user of the registered trademark filed with the United States Patent and Trademark Office listed on the attached Schedule A as owned and used by the Grantor (the “Trademark”);

**WHEREAS** the Grantor, Spireon, LLC, a Delaware limited liability company (“Initial Borrower” and immediately upon the consummation of the Closing Date Acquisition, “Parent”), any additional guarantors from time to time party thereto (together with Parent, the “Guarantors”; the Guarantors, together with Spireon and any other borrower from time to time party thereto, the “Obligors”), Lenders, and the Agent are parties to the Loan Agreement, pursuant to which the Grantor has granted to the Agent, for the benefit of the Secured Parties a security interest in, among other things, the Trademark;

**WHEREAS** the parties to the Loan Agreement contemplate and intend that, if an Event of Default shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademark and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantor’s right, title and interest in the Trademark;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

The Grantor hereby reconfirms the terms of the Loan Agreement. The Grantor further hereby pledges and mortgages to the Agent, and grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the Grantor's right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, the registrations and/or applications for registration of the Trademark, and all of the Grantor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademark (collectively, the “Trademark Collateral”).

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor pursuant hereto secures the payment of all Obligations now or hereafter existing under or in respect of the Loan Agreement and the other Loan Documents.

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Loan Agreement, and the Grantor and the Agent each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This Security 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 agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTOR:**

**SPIREON, INC.**

By: Matthew Bl  
Name: Matthew Burke  
Title: Assistant Secretary

[Signature Pages to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006469 FRAME: 0557**

**AGENT:**

**ALLY BANK**

By: Colleen Risorto  
Name: Colleen Risorto  
Title: Authorized Signatory

[Signature Pages to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006469 FRAME: 0558**

**SCHEDULE A**

**Registered Trademark:**

<b>Mark</b>	<b>Country</b>	<b>International Class</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Current Owner</b>
THE NEXT GENERATION IN THEFT RECOVERY	USA	35	85/121,230 Sept. 1, 2010	4,021,685 Sept. 6, 2011	SPIREON, INC.