

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505028

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wavetronix LLC		01/07/2019	Limited Liability Company: IDAHO
Hobble Creek Square LLC		01/07/2019	Limited Liability Company: NEVADA
Wavetronix DISC Inc.		01/07/2019	Corporation: NEVADA
Wavetronix Technologies LLC		01/07/2019	Limited Liability Company: NEVADA
Wavetronix Rail LLC		01/07/2019	Limited Liability Company: NEVADA
The Island Radar Company, LLC		01/07/2019	Limited Liability Company: MISSOURI
Wavetronix Traffic LLC		01/07/2019	Limited Liability Company: NEVADA
Wavetronix LLC		01/07/2019	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Zions Bancorporation, N.A.		
Street Address:	10 East South Temple		
Internal Address:	Gateway Tower, Suite 500		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84133		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5203547	WAVETRONIX	
Registration Number:	3539529	WAVETRONIX	
Serial Number:	87797785	SMARTSENSOR	
Registration Number:	4017295	SMARTSENSOR	
Serial Number:	87910478	GET OUT OF THE ROAD	
Serial Number:	87910709	ISLAND RADAR	

CH \$165.00 5203547

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 801.799.5733
Email: klanderson@hollandhart.com
Correspondent Name: Braden J. Parker
Address Line 1: 222 South Main Street, Suite 2200
Address Line 4: Salt Lake City, UTAH 84101

ATTORNEY DOCKET NUMBER:	17173.0206
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NAME OF SUBMITTER:	Braden J. Parker
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SIGNATURE:	/Braden J. Parker/
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DATE SIGNED:	01/08/2019
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Total Attachments: 9

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the “Agreement”) is made and entered into as of January 7, 2019 (the “Effective Date”) by and among Wavetronix LLC, an Idaho limited liability company (“Wavetronix ID”), Hobble Creek Square LLC, a Nevada limited liability company (“Borrower”), Wavetronix DISC Inc., a Nevada corporation (“DISC”), Wavetronix Technologies LLC, a Nevada limited liability company (“Technologies”), Wavetronix Rail LLC, a Nevada limited liability company (“Rail”), The Island Radar Company, LLC, a Missouri limited liability company (“Island Radar”), Wavetronix Traffic LLC, a Nevada limited liability company (“Traffic”), Wavetronix LLC, a Nevada limited liability company (“Wavetronix NV” and, together with Wavetronix ID, Borrower, DISC, Technologies, Rail, Island Radar and Traffic, individually and collectively, as the context requires, the “Grantor”), and Zions Bancorporation, N.A. dba Zions First National Bank (“Secured Party”), pursuant to that certain Pledge and Security Agreement dated as of the date hereof by and among Grantor and Secured Party (as amended or modified from time to time, the “Security Agreement”).

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor and Secured Party hereby agree as follows:

1. Definitions. Except as otherwise provided herein, terms defined in the Security Agreement shall have the same meanings when used herein. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the UCC which are used herein shall have the meanings set forth in the UCC, except as expressly defined otherwise. As used herein, the term:

“Collateral” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect in the State of Utah from time to time.

“USPTO” means the United States Patent and Trademark Office.

In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Grantor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations (as defined in that certain Credit Agreement dated as of the Effective Date by and among Grantor and Secured Party, as amended from time to time) Grantor hereby grants to Secured Party a security interest in and to all of Grantor’s right, title and interest in, to and under

the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to use in commerce and the filing under applicable law of a verified statement of use in commerce or amendment to allege use (or the equivalent) in commerce for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered, whether rights are held by statute or at common law, and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all extensions and renewals thereof;

(ii) to extent that any trademark applications are excluded from this granting of a security interest under Section 2(a)(i), Grantor hereby agrees a security interest in the trademark rights and the goodwill embodied within those applications shall vest in Secured Party upon Grantor’s use of the trademark, service mark or other mark in commerce and filing of a verified statement of use in commerce or amendment to allege use in commerce with the USPTO;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Grantor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral, consisting of all trademarks,

trademark registrations or applications owned by Grantor, in whole or in part, is set forth in Schedule A.

5. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable, all as may be reasonably requested by Secured Party, to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the USPTO or any applicable state or foreign office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the USPTO, at the expense of Grantor. In addition, Grantor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party.

6. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new trademark rights identified by Grantor as described above. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Secured Party and their respective successors and assigns. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Utah, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Utah.

9. Entire Agreement; Amendment. This Agreement and the Security Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provisions of the Security Agreement shall govern.

10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or electronic mail shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Grantor's expense) shall promptly execute and deliver to Grantor such documents, releases and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the USPTO.

12. No Inconsistent Requirements. Grantor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

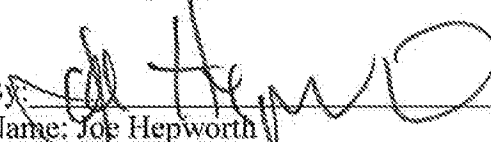
14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

[Signature Page(s) Follow]

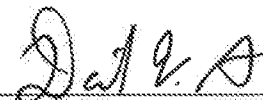
IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and becomes effective as of the Effective Date.

Grantors:

Hobble Creek Square LLC, a Nevada limited liability company

By: 
Name: Joe Hepworth
Title: Manager

Wavetronix LLC, a Nevada limited liability company

By: 
Name: David V. Arnold
Title: Manager

Wavetronix Technologies LLC, a Nevada limited liability company

By: 
Name: David V. Arnold
Title: Manager

Wavetronix DISC Inc., a Nevada corporation

By: _____
Name: Andrew Platt
Title: President

Wavetronix Rail LLC, a Nevada limited liability company

By: 
Name: David V. Arnold
Title: Manager

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and becomes effective as of the Effective Date.

Grantors:

Hobble Creek Square LLC, a Nevada limited liability company

By: _____

Name: Joe Hepworth

Title: Manager

Wavetronix LLC, a Nevada limited liability company

By: _____

Name: David V. Arnold

Title: Manager

Wavetronix Technologies LLC, a Nevada limited liability company

By: _____

Name: David V. Arnold

Title: Manager

Wavetronix DISC Inc., a Nevada corporation

By: _____

Name: Andrew Platt

Title: President

Wavetronix Rail LLC, a Nevada limited liability company

By: _____

Name: David V. Arnold

Title: Manager

Wavetronix Traffic LLC, a Nevada limited liability company

By: David V. Arnold
Name: David V. Arnold
Title: Manager

Wavetronix LLC, an Idaho limited liability company

By: David V. Arnold
Name: David V. Arnold
Title: Manager

The Island Radar Company, LLC, a Missouri limited liability company

By: David V. Arnold
Name: David V. Arnold
Title: Manager

Secured Party:

ZIONS BANCORPORATION, N.A. DBA
ZIONS FIRST NATIONAL BANK

By:  _____

Name: Ryan Speirs

Title: Senior Vice President

SCHEDULE A

TO TRADEMARK SECURITY AGREEMENT

Grantor: Wavetronix LLC, an Idaho limited liability company
 Hobble Creek Square LLC, a Nevada limited liability company
 Wavetronix DISC Inc., a Nevada corporation
 Wavetronix Technologies LLC, a Nevada limited liability company
 Wavetronix Rail LLC, a Nevada limited liability company
 The Island Radar Company, LLC, a Missouri limited liability company
 Wavetronix Traffic LLC, a Nevada limited liability company
 Wavetronix LLC, a Nevada limited liability company

Secured Party: Zions Bancorporation, N.A. dba Zions First National Bank

Trademarks and Trademark Applications:

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
Wavetronix	USA	SN: 87152698 8/26/16	5203547 5/16/17	Wavetronix LLC	Registered
Wavetronix	USA	SN: 77299892 10/9/07	3539529 12/2/08	Wavetronix LLC	Registered
SmartSensor	USA	SN: 87797785 2/14/18		Wavetronix LLC	Pending - Non-Final Action
SmartSensor	USA	SN: 78644656 6/6/05	4017295 8/23/11	Wavetronix LLC	Registered Supplemental
GET OUT OF THE ROAD	USA	SN: 87910478 5/7/18		Island Radar Company, LLC	Pending
ISLAND RADAR	USA	SN: 87910709 5/7/18		Island Radar Company, LLC	Published