

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503008

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Search Optics Management Corporation		12/20/2018	Corporation: CALIFORNIA
UPTRACS, LLC		12/20/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	MC 7512
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Chartered Bank: TEXAS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4549275	AUTOWHYBUY
Registration Number:	4336243	MEASURE WHAT MATTERS
Registration Number:	4507550	MOBILE SHOWROOM
Registration Number:	4795584	RETAIL+
Registration Number:	3608828	SEARCH OPTICS
Registration Number:	4079077	SMARTER SOLUTIONS - BETTER RESULTS
Registration Number:	3736705	UPTRACS
Registration Number:	3749056	VIRTUAL SHOWROOM
Registration Number:	3659294	YOU CAN'T CLOSE A CLICK

CORRESPONDENCE DATA

Fax Number: 2134432926

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: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

CH \$240.00 4549275

Address Line 1: 333 S. Hope St., 43rd Floor
Address Line 2: Attn: J. Cravitz
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 032B-278400

NAME OF SUBMITTER: Julie Cravitz

SIGNATURE: /julie cravitz/

DATE SIGNED: 12/20/2018

Total Attachments: 19

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of December 20, 2018, by and between SEARCH OPTICS MANAGEMENT CORPORATION, a California corporation ("SOMC"), and UPTRACS, LLC, a Delaware limited liability company ("UPTRACS" and together with SOMC, collectively, "Grantor"), and COMERICA BANK ("Secured Party").

RECITALS

A. Secured Party has made certain advances of money and to extend certain financial accommodations to SEARCH OPTICS, LLC, a Delaware limited liability company ("Parent"), SEARCH OPTICS USA LLC, a Delaware limited liability company ("Search Optics USA"), and SEARCH OPTICS LTD., a British Columbia corporation ("Search Optics Canada"; together with Parent and Search Optics USA, individually and collectively, "Borrower"), in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement dated as of April 18, 2017 (the "Credit Agreement;" all capitalized terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement).

B. Secured Party is willing to provide certain financial accommodations to Borrower on the condition that, among other things, Grantor grant to Secured Party a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired. SOMC and UPTRACS are financially interested in the affairs of Borrower and benefit from the accommodations provided to Borrower.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's and Borrower's present or future indebtedness, obligations and liabilities (collectively, the "Indebtedness") to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under all of its intellectual property, including without limitation the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for licenses granted by Grantor to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(e) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations since the date the last such report was delivered. Grantor shall execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the request of Secured Party, shall file such documents.

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, except if such abandonment, forfeiture, or dedication does not have a material adverse effect on the business operations of Borrower and/or Grantor;

(g) Secured Party may audit the Collateral to confirm compliance with this Section, provided such audit may not occur more often than once per year, unless an Event of Default has occurred and is continuing;

(h) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents;

(i) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(j) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Other than in the ordinary course of business, Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(k) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

3. Secured Party's Rights. Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable and documented out-of-pocket costs and reasonable and documented out-of-pocket expenses incurred in the reasonable exercise of its rights under this section 3.

4. Inspection Rights. Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested; provided, that unless an Event of Default has occurred and is continuing, only one such visit per year shall be at the expense of Grantor.

5. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney in fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification solely by amending Exhibit A, Exhibit B and Exhibit C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

6. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Credit Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within ten (10) days after Grantor receives notice thereof or any officer of Grantor becomes aware thereof; provided, however, that if the default cannot by its nature be cured within the ten (10) day period or cannot after diligent attempts by Grantor be cured within such ten (10) day period, and such default is likely to be cured within a reasonable time, then Grantor shall have an additional reasonable period (which shall not in any case exceed thirty (30) days) to attempt to cure such default, so long as Grantor continues to diligently attempt to cure such default, and within such reasonable time period the failure to have cured such default shall not be deemed an Event of Default.

7. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies during the continuance of an Event of Default. Grantor will pay any documented, out-of-pocket expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

8. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

9. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

10. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

11. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

13. California Law. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions.

14. WAIVERS OF GRANTORS. Each Grantor agrees as follows:

(a) That (i) each Grantor is jointly and severally, directly, and primarily liable to Secured Party for payment of the Indebtedness solely to the extent of the value of the Collateral, and that such liability is independent of the duties, obligations and liabilities of the Borrower and the other Grantor, and (ii) unless otherwise expressly provided herein, each and every reference to the term "Grantor" in this Agreement shall mean and refer to each such Grantor, and all undertakings, agreements, warranties, covenants, liabilities and obligations

of each Grantor, and all rights, powers and authorities given to or conferred upon Secured Party hereunder, shall apply to each Grantor severally and to all of them jointly. This Agreement is a primary and original obligation of each Grantor, is not the creation of a surety relationship, and is an absolute, unconditional, and continuing promise of payment and performance which shall remain in full force and effect without respect to future changes in conditions, including any change of law or any invalidity or irregularity with respect to this Agreement and the other Loan Documents. Each Grantor acknowledges that the obligations of such Grantor undertaken herein might be construed to consist, at least in part, of the guaranty of obligations of persons or entities other than such Grantor (including Borrower and any other Grantor party hereto) and, in full recognition of that fact, each Grantor consents and agrees that Secured Party may, at any time and from time to time, without notice or demand, whether before or after any actual or purported termination, repudiation, or revocation of this Agreement, the Credit Agreement and the other Loan Documents by any one or more Grantors, and without affecting the enforceability or continuing effectiveness hereof as to each Grantor: (i) supplement, restate, modify, amend, increase, decrease, extend, renew, accelerate, or otherwise change the time for payment or the terms of the Indebtedness or any part thereof, including any increase or decrease of the rate(s) of interest thereon; (ii) supplement, restate, modify, amend, increase, decrease or waive, or enter into or give any agreement, approval, or consent with respect to, the Indebtedness or any part thereof, or any of this Agreement or the other Loan Documents or any additional security or guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder; (iii) accept new or additional instruments, documents or agreements in exchange for or relative to this Agreement or any of the other Loan Documents or the Indebtedness or any part thereof; (iv) accept partial payments on the Indebtedness; (v) receive and hold additional security or guaranties for the Indebtedness or any part thereof; (vi) release, reconvey, terminate, waive, abandon, fail to perfect, subordinate, exchange, substitute, transfer, or enforce any security or guaranties, and apply any security and direct the order or manner of sale thereof as Secured Party in its sole and absolute discretion may determine; (vii) release any Person from any personal liability with respect to the Indebtedness or any part thereof; (viii) settle, release on terms satisfactory to Secured Party or by operation of applicable laws, or otherwise liquidate or enforce any Indebtedness and any security therefor or guaranty thereof in any manner, consent to the transfer of any security and bid and purchase at any sale; or (ix) consent to the merger, change, or any other restructuring or termination of the corporate or partnership existence of Borrower, any Grantor or any other Person, and correspondingly restructure the Indebtedness, and any such merger, change, restructuring, or termination shall not affect the liability of any Grantor or the continuing effectiveness hereof, or the enforceability hereof with respect to all or any part of the Indebtedness.

(b) Upon the occurrence and during the continuance of any Event of Default, Secured Party may enforce this Agreement and the other Loan Documents independently as to Borrower and each Grantor (each an "Obligor" and collectively "Obligors") and independently of any other remedy or security Secured Party at any time may have or hold in connection with the Indebtedness, and it shall not be necessary for Secured Party to marshal assets in favor of Grantor or any other Person or to proceed upon or against or exhaust any security or remedy before proceeding to enforce this Agreement and the other Loan Documents. Each Grantor expressly waives any right to require Secured Party to marshal assets in favor of Grantor or any other Person or to proceed against any other Obligor or any Collateral provided by any Person, and agrees that Secured Party may proceed against any Obligors or any Collateral in such order as it shall determine in its sole and absolute discretion.

(c) Secured Party may file a separate action or actions against any Obligor, whether action is brought or prosecuted with respect to any security or against any other person, or whether any other person is joined in any such action or actions. Each Grantor agrees that Secured Party and any Obligor may deal with each other in connection with the Indebtedness or otherwise, or alter any contracts or agreements now or hereafter existing between any of them, in any manner whatsoever, all without in any way altering or affecting the continuing efficacy of this Agreement or the other Loan Documents.

(d) Secured Party's rights under this Agreement and the other Loan Documents shall be reinstated and revived, and the enforceability of the Agreement and the other Loan Documents shall continue, with respect to any amount at any time paid on account of the Indebtedness which thereafter shall be required to be restored or returned by Secured Party, all as though such amount had not been paid. The rights of Secured Party created or granted herein and the enforceability of this Agreement and the other Loan Documents at all times shall remain effective to cover the full amount of all the Indebtedness even though the Indebtedness, including any part thereof or any other security or guaranty therefor, may be or hereafter may become invalid or otherwise

unenforceable as against any Obligor and whether or not any other Obligor shall have any personal liability with respect thereto.

(e) Each Grantor expressly waives any and all defenses now or hereafter arising or asserted by reason of (i) any disability or other defense of any other Obligor with respect to the Indebtedness, (ii) the unenforceability or invalidity of any security or guaranty for the Indebtedness or lack of perfection or continuing perfection or failure of priority of any security for the Indebtedness, (iii) the cessation for any cause whatsoever of the liability of any other Obligor (other than by reason of the full payment and performance of all Indebtedness), (iv) any failure of the Secured Party to marshal assets in favor of Secured Party or any Obligor or any other Person, (v) any failure of Secured Party to give notice of sale or other disposition of Collateral to any Obligor or any other Person or any defect in any notice that may be given in connection with any sale or disposition of Collateral, (vi) any failure of Secured Party to comply with applicable law in connection with the sale or other disposition of any Collateral or other security for any Indebtedness, including any failure of Secured Party to conduct a commercially reasonable sale or other disposition of any Collateral or other security for any Indebtedness, (vii) any act or omission of Secured Party or others that directly or indirectly results in or aids the discharge or release of any Obligor or the Indebtedness or any security or guaranty therefor by operation of law or otherwise, (viii) any law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation, (ix) any failure of Secured Party to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person, (x) the election by Secured Party of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code, (xi) any extension of credit or the grant of any lien under Section 364 of the United States Bankruptcy Code, (xii) any use of cash collateral under Section 363 of the United States Bankruptcy Code, (xiii) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any Person, (xiv) the avoidance of any lien in favor of Secured Party for any reason, or (xv) any action taken by Secured Party that is authorized by this Agreement, any other provision of any other Loan Document or applicable law. Until such time as all of the Indebtedness have been fully, finally, and indefeasibly paid in full in cash: (i) each Grantor hereby waives and postpones any right of subrogation it has or may have as against any other Obligor with respect to the Indebtedness; and (ii) in addition, each Grantor also hereby waives and postpones any right to proceed or to seek recourse against or with respect to any property or asset of any other Obligor. Each Grantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Indebtedness, and all notices of acceptance of this Agreement or the other Loan Documents or of the existence, creation or incurring of new or additional Indebtedness.

(f) In the event that all or any part of the Indebtedness at any time are secured by any one or more deeds of trust or mortgages or other instruments creating or granting liens on any interests in real property, each Grantor authorizes Secured Party, upon the occurrence of and during the continuance of any Event of Default, at its sole option, without notice or demand and without affecting the obligations of any Obligor, the enforceability of this Agreement and the other Loan Documents, or the validity or enforceability of any liens of Secured Party, to foreclose any or all of such deeds of trust or mortgages or other instruments by judicial or nonjudicial sale.

(g) In the event that all or any part of the Indebtedness at any time are secured by any one or more deeds of trust or mortgages or other instruments creating or granting liens on any interests in real property, without limiting the generality of any other waiver or other provision set forth in this Agreement, each Grantor waives all rights and defenses that such Grantor may have because the Indebtedness are secured by real property. This means, among other things:

(i) Secured Party may collect from any Obligor without first foreclosing on any real or personal property pledged as Collateral by any other Obligor to secure the Indebtedness.

(ii) If Secured Party forecloses on any real property pledged as Collateral by any Obligor:

A. the amount of the debt may be reduced only by the price for which that Collateral is sold at the foreclosure sale, even if the Collateral is worth more than the sale price.

B. Secured Party may collect from any Obligor even if Secured Party, by foreclosing on the real property pledged as Collateral, has destroyed any right that Grantor may have to collect from any other Obligor.

This is an unconditional and irrevocable waiver of any rights and defenses each Grantor may have because the Indebtedness are secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure.

(h) To the fullest extent permitted by applicable law, each Grantor expressly waives any defenses to the enforcement of this Agreement and the other Loan Documents or any rights of Secured Party created or granted hereby or to the recovery by Secured Party against any Obligor or any other Person liable therefor of any deficiency after a judicial or nonjudicial foreclosure or sale, even though such a foreclosure or sale may impair the subrogation rights of Grantors and may preclude Grantors from obtaining reimbursement or contribution from other Obligors. To the fullest extent permitted by applicable law, each Grantor expressly waives any suretyship defenses or benefits that it otherwise might or would have under applicable law. WITHOUT LIMITING THE GENERALITY OF ANY OTHER WAIVER OR OTHER PROVISION SET FORTH IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR WAIVES ALL RIGHTS AND DEFENSES ARISING OUT OF AN ELECTION OF REMEDIES BY SECURED PARTY, EVEN THOUGH THAT ELECTION OF REMEDIES, SUCH AS A NONJUDICIAL FORECLOSURE WITH RESPECT TO SECURITY FOR THE INDEBTEDNESS, HAS DESTROYED SUCH GRANTOR'S RIGHTS OF SUBROGATION AND REIMBURSEMENT AGAINST THE OTHER OBLIGORS BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO SECTION 580d OF THE CALIFORNIA CODE OF CIVIL PROCEDURE, OR OTHERWISE.

15. REINSTATEMENT; SEVERABILITY. Secured Party's rights under this Agreement and the other Loan Documents shall be reinstated and revived, and the enforceability of this Agreement and the other Loan Documents shall continue, with respect to any amount at any time paid on account of the Indebtedness which thereafter shall be required to be restored or returned by Secured Party, all as though such amount had not been paid. The rights of Secured Party created or granted herein and the enforceability of this Agreement and the other Loan Documents at all times shall remain effective to cover the full amount of all the Indebtedness even though the Indebtedness, including any part thereof or any other security or guaranty therefor, may be or hereafter may become invalid or otherwise unenforceable as against Grantor.

16. WAIVER OF JURY TRIAL. GRANTOR AND SECURED PARTY ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE INDEBTEDNESS.

(a) In the event the Jury Trial Waiver set forth above is not enforceable, the parties elect to proceed under this Judicial Reference Provision.

(b) With the exception of the items specified in clause (c), below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other document, instrument or agreement between the undersigned parties (collectively in this Section, the "Comerica Documents"), will be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Comerica Documents, venue for the reference proceeding will be in the state or federal

court in the county or district where the real property involved in the action, if any, is located or in the state or federal court in the county or district where venue is otherwise appropriate under applicable law (the "Court").

(c) The matters that shall not be subject to a reference are the following: (i) foreclosure of any security interests in real or personal property, (ii) exercise of self-help remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This reference provision does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this reference provision as provided herein.

(d) The referee shall be a retired judge or justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP § 170.6, each party shall have one preemptory challenge to the referee selected by the Presiding Judge of the Court (or his or her representative).

(e) The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (ii) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (iii) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

(f) The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

(g) Except as expressly set forth herein, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

(h) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of

fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

(i) If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

(j) THE PARTIES RECOGNIZE AND AGREE THAT ALL CONTROVERSIES, DISPUTES AND CLAIMS RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR

AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO, THIS AGREEMENT, THE INDEBTEDNESS OR THE OTHER COMERICA DOCUMENTS.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR

Address of Grantor:

c/o Search Optics, LLC
1938 Burdette Street
Ferndale, MI 48220
Attn: Paul Lee

SEARCH OPTICS MANAGEMENT CORPORATION

By: 

Its: CEO

UPTRACS, LLC

By: 

Its: CEO

SECURED PARTY

Address of Secured Party:

Comerica Bank
2321 Roscerans Ave, Suite 5000
El Segundo CA 90245, MC 4605
Attn: Natali Amir

COMERICA BANK

By: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR

Address of Grantor:

c/o Search Optics, LLC
1938 Burdette Street
Ferndale, MI 48220
Attn: Paul Lee

SEARCH OPTICS MANAGEMENT CORPORATION

By: _____

Its: _____

UPTRACS, LLC

By: _____


Its: _____

SECURED PARTY

Address of Secured Party:

Comerica Bank
2321 Rosecrans Ave, Suite 5000
El Segundo CA 90245, MC 4605
Attn: Narali Amir

COMERICA BANK

By:  _____

Its: Narali Amir _____

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B


Patents

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
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None

Canada	MEASURE WHAT MATTERS	Appl. No. 1,581,222 Reg. No. TMA871,937	Filing Date 6/8/2012 Reg. Date 2/24/2014	Providing temporary use of non-downloadable computer software to track results of a digital marketing campaign, excluding in the field of diabetes care and diabetes products	Registered	Owner: Uptracs, LLC Action: Renewal due 2/24/2029
Canada	UPTRACS	Appl. No. 1,581,223 Reg. No. TMA863,836	Filing Date 6/8/2012 Reg. Date 10/29/2013	Providing temporary use of non-downloadable computer software to track and record phone calls and emails from search engine marketing campaigns	Registered	Owner: Uptracs, LLC Action: Renewal due 10/29/2028
New Zealand	UPTRACS	Appl. No. 1008713 Reg. No. 1008713	Filing Date 11/13/2014 Reg. Date 5/14/2015	Int'l Cl. 42 – providing temporary use of non-downloadable computer software to track and record phone calls and emails from search engine marketing campaigns	Registered	Owner: Uptracs, LLC Action: Renewal due 11/13/2024
U.S.	AUTOWHYBUY	Serial No. 86/037,852 Reg. No. 4,549,275	Filing Date 8/14/2013 Reg. Date 6/10/2014	Int'l Cl. 35 – providing information and comparisons about features and benefits, technical aspects and third-party accolades of vehicle brands, makes and models	Registered	Owner: Search Optics Management Corporation Action: Declaration of Use due 6/10/2020
U.S.	MEASURE WHAT MATTERS	Serial No. 85/645,229 Reg. No. 4,336,243	Filing Date 6/6/2012 Reg. Date 5/14/2013	Int'l Cl. 42 – providing temporary use of non-downloadable computer software to track results of a digital marketing campaign	Registered	Owner: Uptracs, LLC Action: Declaration of Use due 5/14/2019

U.S.	MOBILE SHOWROOM	Serial No. 85/853,923 Reg. No. 4,507,550	Filing Date 2/19/2013 Reg. Date 4/1/2014	Int'l Cl. 35 – advertising and marketing services, namely promoting the goods and services of others	Registered	<u>Owner:</u> Search Optics Managemen t Corporation <u>Action:</u> Declaration of Use due 4/1/2020
U.S.	RETAIL+	Serial No. 85/776,369 Reg. No. 4,795,584	Filing Date 11/10/2012 Reg. Date 8/18/2015	Int'l Cl. 35 – digital advertising, marketing and promotional services for others, namely, regional marketing associations, retailer- manufacturing joint venture marketers and cooperatives, excluding drug stores, pharmacies and retail hardware stores and home center stores	Registered	<u>Owner:</u> Search Optics Managemen t Corporation <u>Action:</u> Declaration of Use due 8/18/2021
U.S.	SEARCH OPTICS	Serial No. 77/572,268 Reg. No. 3,608,828	Filing Date 9/17/2008 Reg. Date 4/21/2009	Int'l Cl. 35 – advertising, marketing and promotion services Int'l Cl. 42 – computer services, namely designing and implementing web sites for others	Registered	<u>Owner:</u> Search Optics Managemen t Corporation <u>Action:</u> Renewal due 4/21/2019

U.S.	SMARTER SOLUTIONS – BETTER RESULTS	Serial No. 85/176,821 Reg. No. 4,079,077	Filing Date 11/15/2010 Reg. Date 1/3/2012	Int'l Cl. 35 - advertising and marketing services provided by means of indirect methods of marketing communications, namely, social media, search engine marketing, inquiry marketing, internet marketing, mobile marketing, blogging and other forms of passive, sharable or viral communications channels, excluding in the field of real estate	Registered	Owner: Search Optics Management Corporation Action: Renewal due 1/3/2022
U.S.	UPTRACS	Serial No. 77/756,800 Reg. No. 3,736,705	Filing Date 6/10/2009 Reg. Date 1/12/2010	Int'l Cl. 42 – providing temporary use of non-downloadable computer software to track and record phone calls and emails from search engine marketing campaigns	Registered	Owner: Uptracs, LLC Action: Renewal due 1/12/2020
U.S.	UPTRACS.AI	Serial No. 88/028,668	Filing Date 7/6/2018	Int'l Cl. 42 - computer services, namely, providing online non-downloadable software in the field of advertising and marketing, and advertising and marketing analytics	Pending	Owner: Uptracs, LLC
U.S.	 VIRTUAL SHOWROOM	Serial No. 77/762,991 Reg. No. 3,749,056	Filing Date 6/18/2009 Reg. Date 2/16/2010	Int'l Cl. 35 – providing an online web site for advertising, marketing and promotional services for the automotive industry	Registered	Owner: Search Optics Management Corporation Action: Renewal due 2/16/2020

U.S.	YOU CAN'T CLOSE A CLICK	Serial No. 77/607,421 Reg. No. 3,659,294	Filing Date 11/5/2008 Reg. Date 7/21/2009	Int'l Cl. 35 – advertising, marketing and promotion services Int'l Cl. 42 – computer services, namely designing and implementing web sites for others	Registered	<u>Owner:</u> Search Optics Managemen t Corporation <u>Action:</u> Renewal due 7/21/2019
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