

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CapitalSouth Partners SBIC Fund III, L.P.		06/13/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Xirgo Technologies, LLC		
Street Address:	188 Camino Ruiz		
City:	Camarillo		
State/Country:	CALIFORNIA		
Postal Code:	93012		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3828330		
Registration Number:	3827644	XIRGO TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7043317445		
Email:	aryane.garansi@klgates.com		
Correspondent Name:	Aryane Garansi		
Address Line 1:	214 N Tryon Street		
Address Line 2:	47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2852819.00029		
NAME OF SUBMITTER:	Aryane Garansi		
SIGNATURE:	/Aryane Garansi/		
DATE SIGNED:	06/13/2019		
Total Attachments: 6			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS AND PATENTS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS**, dated as of June 13, 2019 (“Release”), is made by CapitalSouth Partners SBIC Fund III, L.P., a Delaware limited partnership, as Collateral Agent (“Original Collateral Agent”) in favor of Xirgo Technologies, LLC, a Delaware Limited Liability Company (“Grantor”).

WHEREAS, pursuant to that certain Trademark and Patent Security Agreement dated as of December 1, 2016 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantor, Original Collateral Agent, and others party thereto, Grantor granted to the Original Collateral Agent, for the benefit of the Holders, a continuing security interest in Grantor’s right, title, and interest in and to all IP Collateral, including but not limited to, all Trademarks, Trademark Licenses, all reissues, continuations or extensions of the foregoing and proceeds of the foregoing (collectively, “Trademark Collateral”) and all Patents, Patent Licenses, all reissues, continuations or extensions of the foregoing and proceeds of the foregoing (collectively, “Patent Collateral”);

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Original Collateral Agent, for the ratable benefit of the Holders, the Notice of Grant of Security Interest in Trademarks, recorded at the United States Patent and Trademark Office (“USPTO”) on December 1, 2016 at Reel 5931 Frame 0683 (the “Trademark Notice”);

WHEREAS, pursuant to that certain Resignation and Appointment of Collateral Agent, dated as of the date hereof, the Original Collateral Agent resigned as “Collateral Agent” under that certain Note Purchase and Security Agreement, dated as of December 1, 2016, by and among Grantor, Xirgo Technologies Intermediate Holdings, LLC, Original Collateral Agent, RGA Reinsurance Company, a Missouri corporation (“RGA”) and the other holders party thereto (the “Note Purchase Agreement”) and all other Note Documents (including, without limitation, the Security Agreement) and RGA was appointed as successor collateral agent in accordance with Section 13.6 of the Note Purchase Agreement; and

WHEREAS, in connection with the Resignation and Appointment of Collateral Agent, Grantor will execute a Trademark and Patent Security Agreement in favor of RGA, as collateral agent, and notwithstanding anything herein to the contrary, all liens granted in favor of RGA under the Security Agreement and the other Note Documents will remain in full force and effect.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Original Collateral Agent, on behalf of itself and the Holders, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notices, as applicable.

SECTION 2. Termination and Release. Original Collateral Agent, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases Original Collateral Agent’s continuing security interest in Grantor’s right, title, and interest in and to all the Trademark Collateral and Patent Collateral (for the avoidance of doubt, such termination and release is only effective with respect to Original

Collateral Agent), including, but not limited to, the foregoing listed on Schedule A and Schedule B attached hereto, granted pursuant to the Security Agreement or Notices; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.


SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Original Collateral Agent has caused this Termination and Release of Security Interest in Trademarks and Patents to be duly executed as of the date first set forth above.

Original Collateral Agent:


CAPITALSOUTH PARTNERS SBIC FUND III, L.P.

By: CAPITALSOUTH PARTNERS SBIC F-III, LLC,
its General Partner

By:  _____
Name: Jack McGlinn
Title: Director and Chief Operating Officer

Acknowledged and Agreed:

Xirgo Technologies, LLC

By: 
Name: Mark Grout
Title: Chief Financial Officer

[Termination and Release]

TRADEMARK
REEL: 006669 FRAME: 0525

Schedule A
Trademarks and Trademark Applications

Name	US Registration	Foreign Registration	Registered Owner
MM Mobile Maestro (design)	4,222,376	None	Xirgo Technologies, Inc.
Design (XT Graphic)	3,828,330	None	Xirgo Technologies, Inc.
Xirgo Technologies	3,827,644	None	Xirgo Technologies, Inc.

Schedule B
Patents and Patent Applications

None.