

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Transfer of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zebra Technologies Corporation		09/10/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	CIB DMO WLO, Mail Code NY1-C413, 4CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4684661	BOBCAT	
Registration Number:	4129528	IX104C5	
Registration Number:	3445131	MOTION	
Registration Number:	4129491	MOTION	
Registration Number:	2798870	MOTION COMPUTING	
Registration Number:	4757153	MOTION R12	
Registration Number:	4721446	R12	
Registration Number:	4761537	RANGERX	
Registration Number:	4404367	SLATEMATE	
Registration Number:	4585913	SNAPWORKS	
Registration Number:	5244377	THE RUGGED TABLET AUTHORITY	
Registration Number:	4607946	TEMPUS	
Registration Number:	2931993	VIEW ANYWHERE	
Registration Number:	4757276	XC6	
Registration Number:	4761539	XDIM G2	
Registration Number:	5036065	XPLORE	
Registration Number:	5036066	XPLORE	
Registration Number:	5244378	EST. 1996 XPLORE THE RUGGED TABLET AUTHO	
Registration Number:	3729219	XPLORE TECHNOLOGIES	
TRADEMARK			

OP \$515.00 4684661

Property Type	Number	Word Mark
Registration Number:	4991898	X SLATE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202.370.4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1130808
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	09/19/2019

Total Attachments: 7

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NOTICE OF TRANSFER OF SECURITY INTEREST IN TRADEMARKS

September 10, 2019

WHEREAS, Xplore Technologies Corporation of America, a Delaware corporation (“**XTCA**”), and Zebra Technologies Corporation, a Delaware corporation (“**ZTC**”), are party to a Security Agreement dated as of October 27, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among XTCA and ZTC, the other Grantors party thereto and JPMorgan Chase Bank, N.A., as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”), pursuant to which XTCA granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below);

WHEREAS, in connection with the Security Agreement, XTCA entered into and executed a Trademark Security Agreement dated as of October 11, 2018, by and among XTCA and the Collateral Agent which was recorded with the United States Patent and Trademark Office (the “**USPTO**”) on October 12, 2018 at Reel/Frame No. 6505/0927 (the “**Trademark Security Agreement**”);

WHEREAS, XTCA merged with and into ZTC, effective as of May 20, 2019 (the “**Merger**”), via a Certificate of Ownership recorded with the USPTO on July 2, 2019 at Reel/Frame No. 006684/0839, pursuant to which ownership of the Trademark Collateral passed from XTCA to ZTC; and

WHEREAS, ZTC and the Collateral Agent (each, a “**Party**,” and collectively, the “**Parties**”) wish to acknowledge that, by virtue of the Merger and transfer of ownership of the Trademark Collateral from XTCA to ZTC, the security interest granted to the Collateral Agent (for the benefit of the Secured Parties) in such Trademark Collateral by the Security Agreement and the Trademark Security Agreement is still in effect.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement and the Trademark Security Agreement, ZTC hereby acknowledges the existence of an ongoing security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in all of ZTC’s right, title and interest in and to the following property, in each case that was formerly owned by XTCA and was transferred to ZTC pursuant to the Merger (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);

(ii) all goodwill of such XTCA's business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted by the USPTO (but only until such statement or amendment is filed and accepted by the USPTO), and solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

ZTC does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Notice of Transfer of Security Interest in Trademarks (this "**Agreement**") is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to

a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

**ZEBRA TECHNOLOGIES
CORPORATION**

By: 

Name: Michael Cho
Title: Senior Vice President,
Corporate Development

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as the Collateral Agent

By: _____
Name:
Title:

[Signature Page to Trademark Transfer Notice - XTCA]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.
as the Collateral Agent



By: 

.....
Name: Douglas Panchal
Title: Executive Director

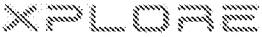


[Signature Page to Trademark Transfer Notice - XTCA]

TRADEMARK
REEL: 006749 FRAME: 0012

SCHEDULE A
to
NOTICE OF TRANSFER OF SECURITY INTEREST IN TRADEMARKS
TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No. / Filing Date	Registration No. / Registration Date
BOBCAT	86/327724 03-Jul-2014	4684661 10-Feb-2015
IX104C5	85/219158 17-Jan-2011	4129528 17-Apr-2012
MOTION	78/529783 09-Dec-2004	3445131 10-Jun-2008
MOTION and Design 	85/210395 04-Jan-2011	4129491 17-Apr-2012
MOTION COMPUTING	76/414263 30-May-2002	2798870 23-Dec-2003
MOTION R12	86/228502 21-Mar-2014	4757153 16-Jun-2015
R12	86/228486 21-Mar-2014	4721446 14-Apr-2015
RANGERX	86/246984 09-Apr-2014	4761537 23-Jun-2015
SLATEMATE	85/647540 08-Jun-2012	4404367 17-Sep-2013
SNAPWORKS	86/033365 09-Aug-2013	4585913 12-Aug-2014
THE RUGGED TABLET AUTHORITY	87/100774 12-Jul-2016	5244377 18-Jul-2017
TEMPUS and Design 	85/709577 22-Aug-2012	4607946 23-Sep-2014

¹ No assignment from Motion Computing, Inc. to Xplore Technologies Corporation of America specifically identifying this trademark registration has been executed. No representations, warranties, or covenants shall apply with respect to this trademark registration.

Mark	Serial No. / Filing Date	Registration No. / Registration Date
VIEW ANYWHERE	78/330988 20-Nov-2003	2931993 08-Mar-2005
XC6	86/245441 08-Apr-2014	4757276 16-Jun-2015
XDIM G2	86/247057 09-Apr-2014	4761539 23-Jun-2015
XPLORE	86/889635 28-Jan-2016	5036065 06-Sep-2016
XPLORE (Stylized) 	86/889648 28-Jan-2016	5036066 06-Sep-2016
XPLORE 20 YEARS EST. 1996 THE RUGGED TABLET AUTHORITY and Design 	87/100840 12-Jul-2016	5244378 18-Jul-2017
XPLORE TECHNOLOGIES	77/440522 04-Apr-2008	3729219 22-Dec-2009
XSLATE and Design 	86/785121 12-Oct-2015	4991898 05-Jul-2016