

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM558356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clever Devices Ltd.		12/18/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association, as Administrative Agent		
Street Address:	452 Fifth Avenue		
Internal Address:	Deirdra N. Ross		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	5399241	BUSWARE	
Registration Number:	5383646		
Registration Number:	5260270		
Registration Number:	5260156	BUSTIME	
Registration Number:	5245096	CLEVER DEVICES	
Registration Number:	5245026	BUSLINK	
Registration Number:	5403549	INCIDENTANALYTICS	
Registration Number:	5388595	PERFECTNAV	
Registration Number:	5313856	IDLEMONITOR	
Registration Number:	5230539	SECURE BUS ACCESS	
Registration Number:	0518382	PENNSALT HFK	
Registration Number:	5169605	CLEVERREPORTS	
Registration Number:	5164210	CLEVERWORKS	
Registration Number:	5064242	CLEVERCARE	
Registration Number:	4868081	BE AT PEACE	
Registration Number:	4968174	R+	
Registration Number:	4968152	RIDECHECK PLUS	
Registration Number:	5020664	RSM SERVICES	

OP \$590.00 5399241

Property Type	Number	Word Mark
Registration Number:	4870707	AVM
Registration Number:	4624921	SMARTYARD
Registration Number:	4696146	CLEVERCOUNT
Registration Number:	4597466	CLEVERCERT
Registration Number:	4487597	MTRAM

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: 5166636681

Email: smcgrath@rmfpc.com

Correspondent Name: Ruskin Moscou Faltischek, PC

Address Line 1: 1425 RXR Plaza, 15th Floor

Address Line 2: Sandra McGrath

Address Line 4: Uniondale, NEW YORK 11556

NAME OF SUBMITTER:	Sandra McGrath
SIGNATURE:	/s/ Sandra McGrath
DATE SIGNED:	01/21/2020

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of December 18, 2019, made by each of the Persons listed on the signature pages hereto (each a "Grantor" and collectively, the "Grantors"), in favor of HSBC Bank USA, National Association, as Administrative Agent for the benefit of the Secured Parties (in such capacity, the "Administrative Agent").

WHEREAS, pursuant to the Security Agreement, dated as of December 18, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to such terms in the Security Agreement), the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including, but not limited to, the USPTO.

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

Section 1. Grant of Security. The Grantor hereby unconditionally pledges and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and to all of such Grantor's right, title and interest in or to the following assets and properties whether now owned or hereafter acquired or arising and wherever located or in which such Grantor now has or at any time hereafter acquires any right, title or interest in:

(a) the patents and patent applications set forth in Schedule I hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents")

(b) the copyright registrations, applications and copyright registrations and applications exclusively licensed to each Grantor set forth in Schedule II hereto, and all extensions and renewals thereof (the "Copyrights")

(c) the trademark registrations and applications set forth in Schedule III hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications];

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(e) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Patent, Copyright or Trademark owned by such Grantor (including, without limitation, any Copyright or Trademarks identified in the Schedules hereto).

All of the above referred to collectively herein as the "Intellectual Property Collateral".

Section 2. **Security for Obligations.** The grant of a security interest in the Intellectual Property Collateral by each Grantor under this Agreement secures the payment and performance of all of the Obligations of the Secured Parties now or hereafter existing under the Credit Agreement.

Section 3. **Recordation.** Each Grantor authorizes the Commissioner for Patents, Copyrights and Trademark and any other government officials to record and register this Agreement upon request by the Administrative Agent.

Section 4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

Section 5. **Authorization to Supplement.** Grantor shall comply with the obligations set forth in Section 4.4(b) of the Security Agreement in connection with obtaining rights to any new Intellectual Property applications or issued Intellectual Property or become entitled to the benefit of any Intellectual Property applications or intellectual property for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing Intellectual Property or Intellectual Property application. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending the Schedules to include any such new patent, copyright or trademark rights of each Grantor identified on the schedules delivered by Grantors to the Administrative Agent pursuant to Section 4.4(b) of the Security Agreement and which become part of the Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend the Schedules shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on the Schedules.

Section 6. **Execution in Counterparts.** This Agreement may be executed in counterparts and by different parties hereto in different counterparts, each of which shall constitute an original and all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 7. **Successors and Assigns.** This Agreement will be binding on and shall

inure to the benefit of the parties hereto and their respective successors and assigns.

Section 8. **Governing Law.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Section 9. **No Strict Construction.** The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.


Section 10. **Severability.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

[Signature Page Follows]

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

GRANTOR:

CLEVER DEVICES LTD.

By: 
Francis J. Ingrassia, President

AGREED TO AND ACCEPTED:

HSBC BANK USA,
NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Deirdra N. Ross, Vice President

Address for Notices:

HSBC Bank USA, National Association,
Issuer Services
452 Fifth Avenue
New York, NY 10018
Attn: CTLA -- Loan Agency

SCHEDULE I

Patents – United States (US)

Grantor	Title	Jurisdiction	Patent No.	Issue Date
Clever Devices Ltd.	Method and apparatus for generating routes using real-time public transportation information	U.S.A.	8467957	06/18/2013
Clever Devices Ltd.	Sonar object detection system	U.S.A.	7072245	07/04/2006
Clever Devices Ltd.	Sonar object detection system	U.S.A.	6859418	02/22/2005
Clever Devices Ltd.	Digital vehicle microphone system and method	U.S.A.	6522754	02/18/2003
Clever Devices Ltd.	Rapid messaging protocol wireless network data communication system	U.S.A.	7756132	07/13/2010
Clever Devices Ltd.	Public address system and method for an urban transit vehicle	U.S.A.	7068795	06/27/2006
Clever Devices Ltd.	Urban transit vehicle microphone housing	U.S.A.	D429,719	08/22/2000
Clever Devices Ltd.	Digital electronic recorder/player	U.S.A.	4772873	09/20/1988
Clever Devices Ltd.	Method and Apparatus for Providing Vehicle Component Fault Scoring	U.S.A.	9,802,557	10/31/2017
Clever Devices Ltd.	Method and System for On Board Vehicle Detection of Harmful Material	U.S.A.	8,519,838	08/27/2013
Clever Devices Ltd.	Method and Apparatus for Transmission Control of a Transit Vehicle	U.S.A.	9,061,645	06/23/2015

Clever Devices Ltd.	Parking and Violation Recording System and Method	U.S.A.	7,382,280	06/3/2009
Clever Devices Ltd.	Synthetic Collection for Vehicle Controller	U.S.A.	10,386,191	8/20/2019
Clever Devices Ltd.	System and Method for Monitoring Transportation System Vehicle Operator Use of Mobile Deices	U.S.A.	8,830,047	09/09/2014
Clever Devices Ltd.	LED sign coverage and method of manufacture.	U.S.A.	7287878	6/16/2004
Clever Devices Ltd.	Solar powered broadcast trailer	U.S.A.	D340,681	9/2/992
Clever Devices Ltd.	Multi-channel digital random access recorder-player	U.S.A.	4963866	3/27/1989

Patent Applications

Clever Devices Ltd.	Holistic Multimodal Transport Apparatus and Method	U.S.A.	12/746,445
Clever Devices Ltd.	Method for Enhancing Transit Schedule	U.S.A.	13/704,915

SCHEDULE II

Copyrights

Grantor	Title	Jurisdiction	Registration No.	Registration Date
Clever Devices Ltd.	BusTools	U.S.A.	TX0004773092	
Clever Devices Ltd.	Digital audio filters and transcribers for noisy voice recordings	U.S.A.	TXu000719161	
Clever Devices Ltd.	Digital Recorders, Inc.	U.S.A.	Txu000836205	
Clever Devices Ltd.	Digital Recorders, Inc. & 1 other title	U.S.A.	V3566D714	
Clever Devices Ltd.	PCAP master control program source text	U.S.A.	Txu000684871	
Clever Devices Ltd.	PCAP: Personal computer audio processor; user's manual; version 6.0	U.S.A.	Txu000697719	
Clever Devices Ltd.	Shareholder/investor conference call: 1Q2000 results	U.S.A.	TX0005172346	
Clever Devices Ltd.	Shareholder/investor conference call: 2Q2000 results/David L. Turney	U.S.A.	TX0005258761	
Clever Devices Ltd.	Shareholder/Investor conference call, Friday, 06 August 99	U.S.A.	TX0005079883	
Clever Devices Ltd.	Shareholder/Investor conference call, March 16, 2000	U.S.A.	TX0005219527	
Clever Devices	Shareholders conference call,	U.S.A.	TX0004990724	

Ltd.	May 7, 1999			
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Copyright Applications

None

Exclusively Licensed Copyrights

None

Exclusively Licensed Copyright Applications

None

SCHEDULE III

Trademarks

Grantor	Mark	Jurisdiction	Registration No.	Registration Date
Clever Devices Ltd.	AVA	U.S.A.	4094568	1/31/2012
Clever Devices Ltd.	AVM	U.S.A.	3539161	12/15/2015
Clever Devices Ltd.	AVM	U.S.A.	4870707	12/15/2015
Clever Devices Ltd.	BUSLINK SWITCH	U.S.A.	3982436	08/21/2011
Clever Devices Ltd.	BUSTOOLS	U.S.A.	2301540	12/21/1999
Clever Devices Ltd.	CLEVER DEVICES	U.S.A.	3888141	12/07/2010
Clever Devices Ltd.	CLEVER DEVICES	U.S.A.	3786298	5/04/2010
Clever Devices Ltd.	CLEVERCAD	U.S.A.	3617645	5/05/2009
Clever Devices Ltd.	NETWORK	U.S.A.	2308507	8/18/2000
Clever Devices Ltd.	IVN	U.S.A.	2374220	8/08/2000
Clever Devices Ltd.	SPEAKEASY	U.S.A.	2313115	2/01/2000
Clever Devices Ltd.	CD Logo	U.S.A.	3867040	10/26/2010
Clever Devices Ltd.	BUSWARE	U.S.A.	5399241	02/13/2018
Clever Devices Ltd.	Word Mark	U.S.A.	5383646	01/23/2018
Clever Devices Ltd.	Word Mark	U.S.A.	5260270	08/08/2017
Clever Devices Ltd.	BUSTIME	U.S.A.	5260156	08/08/2017
Clever Devices Ltd.	CLEVER DEVICES	U.S.A.	5245096	07/18/2017
Clever Devices Ltd.	BUSLINK	U.S.A.	5245026	07/18/2017
Clever Devices Ltd.	INCIDENTANLTICS	U.S.A.	5403549	02/13/2018
Clever Devices Ltd.	PERFECTNAV	U.S.A.	5388595	01/23/2018
Clever Devices Ltd.	IDLEMONITOR	U.S.A.	5313856	10/17/2017
Clever Devices Ltd.	SECURE BUS ACCESS	U.S.A.	5230539	08/27/2017

Clever Devices Ltd.	CLEVERANALYTICS	U.S.A.	5189382	04/11/2017
Clever Devices Ltd.	CLEVERREPORTS	U.S.A.	5169605	03/28/2017
Clever Devices Ltd.	CLEVERWORKS	U.S.A.	5164210	03/21/2017
Clever Devices Ltd.	CLEVERCARE	U.S.A.	5064242	08/02/2016
Clever Devices Ltd.	RIDECHECK PLUS SOFTWARE	U.S.A.	4868081	05/31/2016
Clever Devices Ltd.	R+	U.S.A.	4968174	03/15/2016
Clever Devices Ltd.	RIDECHECK PLUS	U.S.A.	4968152	05/31/2016
Clever Devices Ltd.	RSM SERVICES	U.S.A.	5020664	08/16/2016
Clever Devices Ltd.	AVM	U.S.A.	4870707	1/15/2015
Clever Devices Ltd.	SMARTYRD	U.S.A.	4624921	10/21/2014
Clever Devices Ltd.	AVA	U.S.A.	4094568	01/31/2012
Clever Devices Ltd.	CLEVERCOUNT	U.S.A.	4696146	03/03/2015
Clever Devices Ltd.	CLEVERCERT	U.S.A.	4597466	09/02/2014
Clever Devices Ltd.	CLEVERCAD	U.S.A.	3617645	05/05/2009
Clever Devices Ltd.	Word Mark	U.S.A.	3867040	10/26/2010
Clever Devices Ltd.	DAC	U.S.A.	2391432	7/29/1999
Clever Devices Ltd.	ELYSE	U.S.A.	2166496	7/29/1997
Clever Devices Ltd.	TWINVISION	U.S.A.	2166426	8/29/1996
M.A.I.O.R. S.r.l.	MTRAM	U.S.A.	4487597	05/20/2013
Clevo Devices Ltd.	iTransit	E.U.	7235088	

Trademark Applications

None