TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601303

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SMARTDRIVE SYSTEMS, INC.		10/01/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5882272	SMARTRECORDER
Registration Number:	6059127	SMARTDRIVE
Registration Number:	5341339	SMARTDRIVE SMARTIQ
Registration Number:	4154356	SMARTDRIVE
Registration Number:	3823581	SMARTDRIVE
Registration Number:	3819803	SMARTDRIVE

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:	800-494-5225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	Jay daSilva
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:	1273124 TM 4
NAME OF SUBMITTER:	Theresa Volano

OP $165.00 5882272

SIGNATURE:	/Theresa Volano/
DATE SIGNED:	10/06/2020

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of October 1, 2020 (this "**Trademark Security Agreement**"), is made by each signatory hereto listed under "Pledgors" (each a "**Pledgor**" and collectively, the "**Pledgors**"), in favor of Barclays Bank PLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**") pursuant to that certain Credit Agreement, dated as of March 23, 2018 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "**Credit Agreement**"), by and among Omnitracs, LLC, a Delaware limited liability company (the "**Borrower**"), Omnitracs Holdings, LLC, a Delaware limited liability company ("**Holdings**"), the other guarantors from time to time party thereto, the lenders and issuing banks from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "**Security Agreement**") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "**Trademark Collateral**"):

> (a)   all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on <u>Schedule 1</u> attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and

> (b)   all Proceeds of any and all of the foregoing.

> Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a

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Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. <u>Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Recordation</u>. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
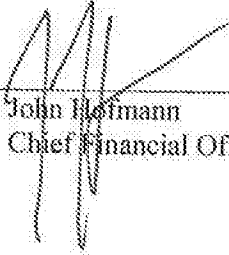
SECTION 6. <u>Governing Law</u>. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

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

PLEDGOR:

SMARTDRIVE SYSTEMS, INC.,
a Delaware corporation

By: _____

Name: John Hofmann

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By:___*Martin P. Corrigan*_____
Name: Martin Corrigan
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
SmartDrive Systems, Inc.	SMARTRECORDER	5882272
SmartDrive Systems, Inc.	SMARTDRIVE	6059127
SmartDrive Systems, Inc.	SMARTDRIVE SMARTIQ	5341339
SmartDrive Systems, Inc.	SMARTDRIVE	4154356
SmartDrive Systems, Inc.	SMARTDRIVE	3823581
SmartDrive Systems, Inc.	SMARTDRIVE	3819803

United States Trademark Applications:

None.

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