

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM643903

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMMP of Florida, Inc.		04/30/2021	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Financial Trust		
<b>Street Address:</b>	7255 WOODMONT AVENUE		
<b>Internal Address:</b>	SUITE 200		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Statutory Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88039246	M2M IN MOTION	
<b>Serial Number:</b>	88061343	M2M IN MOTION FLEET INTELLIGENCE SIMPLIF	
<b>Serial Number:</b>	90058449	STINGER OFF-ROAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027995000		
<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>			
<b>Phone:</b>	2027994000		
<b>Email:</b>	gregory.esau@dlapiper.com		
<b>Correspondent Name:</b>	Gregory Esau		
<b>Address Line 1:</b>	500 Eighth Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Gregory Esau		
<b>SIGNATURE:</b>	/Gregory Esau/		
<b>DATE SIGNED:</b>	05/03/2021		
<b>Total Attachments: 6</b>			
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source=MidCap_AAMP - Trademark Security Agreement (M2M trademarks)(180966756.1)#page2.tif			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2021, is made by AMMP of Florida, Inc., a Florida corporation (“Grantor”), in favor of MidCap Financial Trust (“MidCap”), as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuer (as each is defined in the Credit Agreement referred to below) and the other Secured Parties,

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 5, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Halifax AAMP Group, LLC, a Delaware limited liability company, as Initial Borrower, Audax AAMP Holdings, Inc. (now known as AAMP Global Holdings, Inc.), a Delaware corporation (the “US Borrower”), AAMP Armour Group Limited, a company incorporated in England and Wales (the “UK Borrower”, and together with the US Borrower, the “Borrowers” and each individually, a “Borrower”), the other persons designated as Credit Parties (as defined therein) from time to time party thereto, the Lenders and the L/C Issuer from time to time party thereto and MidCap, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of November 5, 2019, in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

(a) Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Guaranty and Security Agreement, as applicable.

(b) Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(i) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(c) Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(d) Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

(e) Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

(f) Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (including Section 5-1401 and Section 1402 of the General Obligations Law of the State of New York).

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

AAMP OF FLORIDA, INC.,  
as Grantor

By: Steve Verano  
Name: Steven Verano  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]


**TRADEMARK**  
**REEL: 007277 FRAME: 0887**

ACCEPTED AND AGREED  
as of the date first above written:

**MIDCAP FINANCIAL TRUST**  
as Agent

By: Apollo Capital Management, L.P., its investment manager


By: Apollo Capital Management GP, LLC, its general partner

By:   
\_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory



Schedule 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

Country	Trademark	Reg. No./App. or Ser. No.	Filing Date	Registration Date	Owner
U.S.	<u>M2M IN MOTION</u>  Disclaimer: "M2M"	RN: 5708686 SN: 88039246	July 16, 2018	March 26, 2019	AAMP of Florida, Inc.
U.S.	<u>M2M IN MOTION</u> <u>FLEET INTELLIGENCE</u> <u>SIMPLIFIED and</u> <u>Design</u>    Disclaimer: "M2M", "FLEET INTELLIGENCE" AND THE DESIGNS OF THE WIRELESS NETWORK SYMBOL AND GLOBAL POSITIONING PIN MARKER	RN: 5738338 SN: 88061343	August 1, 2018	April 30, 2019	AAMP of Florida, Inc.
US	STINGER OFF-ROAD	AN: 90058449	July 17, 2020		AAMP of Florida, Inc.