

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM670742

<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>
OPTIMUS HOLDING COMPANY, LLC		08/24/2021	Limited Liability Company: DELAWARE
RM ACQUISITION, LLC		08/24/2021	Limited Liability Company: DELAWARE
RM TECHNOLOGIES, INC.		08/24/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Funding IV Trust		
<b>Street Address:</b>	7255 Woodmont Ave., 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: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3713447	ALWAYS GETS YOU THERE	
<b>Registration Number:</b>	1927088	BACKSEAT BOOKS	
<b>Registration Number:</b>	3337917	BEST OF THE ROAD	
<b>Registration Number:</b>	3743273	BOREDOM BREAKERS	
<b>Registration Number:</b>	1090865		
<b>Registration Number:</b>	5347539	DC 200	
<b>Registration Number:</b>	1436409	DIST-O-MAP	
<b>Registration Number:</b>	1880588	EASYFINDER	
<b>Registration Number:</b>	5175328	ELD 50	
<b>Registration Number:</b>	3450365	FABMAP	
<b>Registration Number:</b>	2368142	INTELLIROUTE	
<b>Registration Number:</b>	2736872	INTELLIROUTE	
<b>Registration Number:</b>	1380168	MILEMAKER	
<b>Registration Number:</b>	1361815	MILESTONES	
<b>Registration Number:</b>	2243264	MM MILEMAKER	
<b>Registration Number:</b>	3767154	PIN YOUR JOURNEYS	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1387417	RAND MCNALLY
Registration Number:	3773194	RAND MCNALLY
Registration Number:	0734948	RAND MCNALLY
Registration Number:	3201306	RIDE ATLAS OF NORTH AMERICA
Registration Number:	2743657	ROAD EXPLORERS
Registration Number:	2020723	STICKER PASSPORT
Registration Number:	2088115	STREETFINDER
Registration Number:	1809093	THE THOMAS GUIDE
Registration Number:	1984986	THOMAS BROS. MAPS
Registration Number:	1694336	THOMAS BROS. MAPS
Registration Number:	1955683	
Registration Number:	2338907	TRIPMAKER
Registration Number:	4111216	TRIPMAKER
Registration Number:	2470278	TRUETRACK
Registration Number:	3902218	
Serial Number:	73570328	CHAMPION
Serial Number:	87823539	CLEARDRYVE

**CORRESPONDENCE DATA**

**Fax Number:** 7036106200

*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:** 7036106100

**Email:** boxip@hoganlovells.com

**Correspondent Name:** Greta D. Feldman of Hogan Lovells US LLP

**Address Line 1:** 8350 Broad Street, 17th Floor

**Address Line 2:** Attn: Box Intellectual Property

**Address Line 4:** Tysons, VIRGINIA 22102

<b>NAME OF SUBMITTER:</b>	Greta D. Feldman of Hogan Lovells US LLP
<b>SIGNATURE:</b>	/Greta D. Feldman/
<b>DATE SIGNED:</b>	08/27/2021

**Total Attachments: 12**

- source=MidCap\_Rand McNally IP Security Agreement - TM#page1.tif
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 24th day of August, 2021 by and among **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust (together with its successors and assigns, "Agent") and **OPTIMUS HOLDING COMPANY, LLC**, a Delaware limited liability company ("Holdings"), **RM ACQUISITION, LLC**, a Delaware limited liability company ("RMA"), and **RM TECHNOLOGIES, INC.**, a Delaware corporation ("RMT" and together with Holdings, RMA and any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

### RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit and Security Agreement, by and between Agent, the Lenders and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) Any and all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any Excluded Property.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

EACH GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH GRANTOR AND AGENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR AND AGENT WARRANTS AND REPRESENTS THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

This Intellectual Property Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.

Unless otherwise specifically provided herein, any notice hereunder shall be in writing and may be personally served or sent by telefacsimile or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof, upon receipt of telefacsimile or electronic mail, or three (3) Business Days after depositing it in the United States mail with postage prepaid and properly addressed. For the purposes hereof, the addresses of the parties hereto shall be as follows:

If Agent: MidCap Funding IV Trust  
c/o MidCap Financial Services, LLC, as servicer  
7255 Woodmont Ave, Suite 300  
Bethesda, MD 20814  
Attn: Account Manager for Rand McNally transaction  
Facsimile: 301-941-1450  
Email: notices@midcapfinancial.com

With a copy to:

MidCap Funding IV Trust  
c/o MidCap Financial Services, LLC, as servicer  
7255 Woodmont Ave, Suite 300  
Bethesda, MD 20814  
Attn: Legal  
Facsimile: 301-941-1450  
Email: legalnotices@midcapfinancial.com

If to a Grantor: c/o of the Borrower Representative  
in accordance with Section 12.3 of the Credit Agreement

or as may be designated by such party in a written notice to all of the other parties complying as to delivery with the terms of this paragraph.

The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Intellectual Property Security Agreement. This Intellectual Property Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTORS:**

**OPTIMUS HOLDING COMPANY, LLC**

By: Robb Warwick  
Name: Robb Warwick  
Title: Secretary and Treasurer

**RM ACQUISITION, LLC**

By: Robb Warwick  
Name: Robb Warwick  
Title: Secretary and Treasurer

**RM TECHNOLOGIES, INC.**

By: Robb Warwick  
Name: Robb Warwick  
Title: Secretary and Treasurer



**AGENT:**

**MIDCAP FUNDING IV TRUST**

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

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

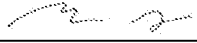
By:   
Name: Maurice Amsellem  
Title: Authorized Signatory




EXHIBIT C


Trademarks

(see attached)


**Registered Trademarks**

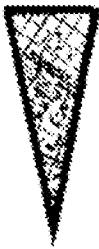

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Record Owner</b>
RAND MCNALLY	Australia	171215	18-Dec-1961	RM Acquisition, LLC
BEST OF THE ROAD	Canada	TMA733587	29-Jan-2009	RM Acquisition, LLC
BOREDOM BREAKERS	Canada	TMA776126	01-Sep-2010	RM Acquisition, LLC
COMPASS & GLOBE DESIGN 	Canada	TMA438245	27-Jan-1995	RM Acquisition, LLC
FABMAP	Canada	TMA748784	28-Sep-2009	RM Acquisition, LLC
FUNFINDER	Canada	TMA549438	07-Aug-2001	RM Acquisition, LLC
MAPSHOTS	Canada	TMA595807	26-Nov-2003	RM Acquisition, LLC
NEW MILLENNIUM	Canada	TMA546394	08-Jun-2001	RM Acquisition, LLC
PEOPLE, SPACES & PLACES	Canada	TMA549418	07-Aug-2001	RM Acquisition, LLC
RAND MCNALLY	Canada	TMA130804	03-May-1963	RM Acquisition, LLC
RAND MCNALLY	Canada	TMA775395	24-Aug-2010	RM Acquisition, LLC
RIDE ATLAS OF NORTH AMERICA	Canada	TMA743619	16-Jul-2009	RM Acquisition, LLC
StreetFinder	Canada	TMA382840	12-Apr-1991	RM Acquisition, LLC
TRIPMAKER	Canada	0765538	18-Jun-1998	RM

Trademark	Country	Registration Number	Registration Date	Record Owner
				Acquisition, LLC
TRIPMAKER	Canada	TMA847989	09-Apr-2013	RM Acquisition, LLC
TRUETRACK & DESIGN 	Canada	TMA840802	21-Jan-2013	RM Acquisition, LLC
COMPASS & GLOBE DESIGN 	European Union (Community)	000043919	07-Jan-1999	RM Acquisition, LLC
RAND MCNALLY	European Union (Community)	000043828	01-Feb-1999	RM Acquisition, LLC
RAND MCNALLY	France	1379303	12-Nov-1986	RM Acquisition, LLC
RAND MCNALLY	Germany	771075	02-Mar-1963	RM Acquisition, LLC
RAND MCNALLY	Japan	610738	07-May-1963	RM Acquisition, LLC
RAND MCNALLY	Mexico	110040	01-Oct-1962	RM Acquisition, LLC
TRIPMAKER	Mexico	523542	12-Jun-1996	RM Acquisition, LLC
COMPASS & GLOBE DESIGN 	(Brexit – Duplicated for UK)	000043919	07-Jan-1999	RM Acquisition, LLC
RAND MCNALLY	(Brexit – Duplicated for UK)	000043828	01-Feb-1999	RM Acquisition, LLC
RAND MCNALLY	United Kingdom	1179736	05-Aug-1982	RM Acquisition, LLC
TRIPMAKER	United	1585851	24-Nov-1995	RM

Trademark	Country	Registration Number	Registration Date	Record Owner
	Kingdom			Acquisition, LLC
ALWAYS GETS YOU THERE	United States	3713447	17-Nov-2009	RM Acquisition, LLC
BACKSEAT BOOKS	United States	1927088	17-Oct-1995	RM Acquisition, LLC
BEST OF THE ROAD	United States	3337917	20-Nov-2007	RM Acquisition, LLC
BOREDOM BREAKERS	United States	3743273	26-Jan-2010	RM Acquisition, LLC
CHAMPION	United States	73/570328	02-Dec-1986	RM Acquisition, LLC
ClearDryve	United States	87/823539		RM Acquisition, LLC
COMPASS & GLOBE DESIGN 	United States	1090865	09-May-1978	RM Acquisition, LLC
DC 200	United States	5347539	28-Nov-2017	RM Acquisition, LLC
DIST-O-MAP	United States	1436409	14-Apr-1987	RM Acquisition, LLC
EASYFINDER	United States	1880588	28-Feb-1995	RM Acquisition, LLC
ELD 50	United States	5175328	04-Apr-2017	RM Acquisition, LLC
FABMAP	United States	3450365	17-Jun-2008	RM Acquisition, LLC
INTELLIROUTE	United States	2368142	18-Jul-2000	RM Acquisition, LLC
INTELLIROUTE	United States	2736872	15-Jul-2003	RM



Trademark	Country	Registration Number	Registration Date	Record Owner
				Acquisition, LLC
MILEMAKER	United States	1380168	28-Jan-1986	RM Acquisition, LLC
MILESTONES	United States	1361815	24-Sep-1985	RM Acquisition, LLC
MM MILEMAKER 	United States	2243264	04-May-1999	RM Acquisition, LLC
PIN YOUR JOURNEYS	United States	3767154	30-Mar-2010	RM Acquisition, LLC
RAND MCNALLY	United States	1387417	25-Mar-1986	RM Acquisition, LLC
RAND MCNALLY	United States	3773194	06-Apr-2010	RM Acquisition, LLC
RAND MCNALLY (STYLIZED)	United States	734948	24-Jul-1962	RM Acquisition, LLC
RIDE ATLAS OF NORTH AMERICA	United States	3201306	23-Jan-2007	RM Acquisition, LLC
ROAD EXPLORERS	United States	2743657	29-Jul-2003	RM Acquisition, LLC
STICKER PASSPORT	United States	2020723	03-Dec-1996	RM Acquisition, LLC
STREETFINDER	United States	2088115	12-Aug-1997	RM Acquisition, LLC
THE THOMAS	United States	1809093	07-Dec-1993	RM

Trademark	Country	Registration Number	Registration Date	Record Owner
GUIDE				Acquisition, LLC
THOMAS BROS. MAPS	United States	1984986	09-Jul-1996	RM Acquisition, LLC
THOMAS BROS. MAPS	United States	1694336	16-Jun-1992	RM Acquisition, LLC
Triangle Design 	United States	1955683	13-Feb-1996	RM Acquisition, LLC
TRIPMAKER	United States	2338907	04-Apr-2000	RM Acquisition, LLC
TRIPMAKER	United States	4111216	13-Mar-2012	RM Acquisition, LLC
TRUETRACK	United States	2470278	17-Jul-2001	RM Acquisition, LLC
TRUETRACK (DESIGN) 	United States	3902218	04-Jan-2011	RM Acquisition, LLC