

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
StarTrak Information Technologies, LLC		09/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	a New York bank organized and existing under the laws of Switzerland: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2309041	HEALTHTRAK	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	030786-1067		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	09/01/2021		
Total Attachments: 6			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of September 1, 2021, by and among each Person listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to that certain First Lien Pledge and Security Agreement, dated as of September 1, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by such Grantor and pursuant to which such 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by or exclusively licensed to such Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. 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 should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by any Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms 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 (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference 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. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

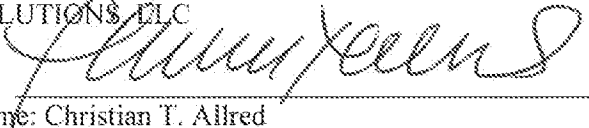
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by telecopier or electronic (“pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart to this Trademark Security Agreement. The word “delivery” and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar federal, state, provincial or territorial laws based on the Uniform Electronic Transactions Act; provided, further, without limiting the foregoing, (i) to the extent the Collateral Agent has agreed to accept any electronic signature, the Collateral Agent shall be entitled to rely on such electronic signature purportedly given by or on behalf of the Borrower without further verification thereof and without any obligation to review the appearance or form of any such electronic signature and (ii) upon the request of the Collateral Agent any electronic signature shall be promptly followed by a manually executed counterpart.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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.

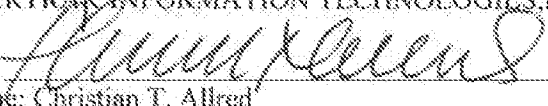
STARTRAK LOGISTICS MANAGEMENT
SOLUTIONS, LLC

By: 
Name: Christian T. Allred
Title: General Manager

ORBCOMM LLC

By: _____
Name: Constantine Milcos
Title: Chief Financial Officer

STARTRAK INFORMATION TECHNOLOGIES, LLC


By: 
Name: Christian T. Allred
Title: General Manager

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.

**STARTRAK LOGISTICS MANAGEMENT
SOLUTIONS, LLC**

By: _____
Name: Christian T. Allred
Title: General Manager

ORBCOMM LLC

By:  _____
Name: Constantine Milcos
Title: Chief Financial Officer

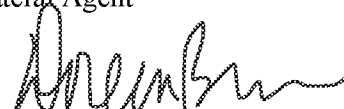
**STARTRAK INFORMATION TECHNOLOGIES,
LLC**

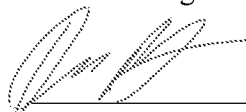
By: _____
Name: Christian T. Allred
Title: General Manager

[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Doreen Barr
Title: Authorized Signatory

By: 
Name: D. Andrew Maletta
Title: Authorized Signatory

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES AND CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS:

Country	Trademark	Owner	Trademark Number	Registration Date
United States of America	CARGOWATCH	StarTrak Logistics Management Solutions, LLC	78/226712 18-Mar-2003	2983874 09-Aug-2005
Canada (designated under the Madrid Protocol)	FLEETEDGE	ORBCOMM LLC	1580149 14-Jan-2021	
United States of America	FLEETEDGE	ORBCOMM LLC	90/078340 28-Jul-2020	
United States of America	HEALTHTRAK	Startrak Information Technologies, LLC	75/579868 30-Oct-1998	2309041 18-Jan-2000
Canada	FLEETEDGE	ORBCOMM LLC	2090984 14-Jan-2021	
Canada	ORBCOMM	ORBCOMM LLC	0729013 14-May-1993	TMA476781 26-May-1997
United States of America	ORBCOMM	ORBCOMM LLC	74/333640 23-Nov-1992	1997245 27-Aug-1996
United States of America	ORBCOMM	ORBCOMM LLC	75/127471 01-Jul-1996	2449364 08-May-2001
United States of America	REEFERTRAK	ORBCOMM LLC	77/179265 11-May-2007	3514803 14-Oct-2008
United States of America	VERIOT	ORBCOMM LLC	87/336773 15-Feb-2017	5388251 23-Jan-2018
United States of America	ORBCOMM Logo	ORBCOMM LLC	87/275122 20-Dec-2016	5264615 15-Aug-2017