

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOCATION SERVICES, LLC		10/12/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WINTRUST BANK, N.A.		
Street Address:	231 S. LaSalle St., 2nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87837395	LPR BY LOCATION SERVICES	
Serial Number:	87837388	TRANSPORT BY LOCATION SERVICES	
CORRESPONDENCE DATA			
Fax Number:	3123271051		
<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>			
Phone:	3123271050		
Email:	jwatson@skcounsel.com		
Correspondent Name:	Drew J. Scott		
Address Line 1:	150 South Wacker Drive, 2900		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Drew J. Scott, Esq.		
SIGNATURE:	/Drew J. Scott, Esq./		
DATE SIGNED:	10/13/2021		
Total Attachments: 8			
source=Executed IP Security Agreement (Location Services)#page1.tif			
source=Executed IP Security Agreement (Location Services)#page2.tif			
source=Executed IP Security Agreement (Location Services)#page3.tif			
source=Executed IP Security Agreement (Location Services)#page4.tif			

OP \$65.00 87837395

source=Executed IP Security Agreement (Location Services)#page5.tif
source=Executed IP Security Agreement (Location Services)#page6.tif
source=Executed IP Security Agreement (Location Services)#page7.tif
source=Executed IP Security Agreement (Location Services)#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of October 12, 2021, is made by LOCATION SERVICES, LLC., a Delaware limited liability company ("Grantor"), in favor of WINTRUST BANK, N.A. ("Bank").

RECITALS

A. Grantor and other parties thereto have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Bank, pursuant to which Bank has agreed to make certain credit available to Grantor and affiliates of Grantor and certain obligations owed to Bank are secured. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

B. Pursuant to the Credit Agreement, Grantor is required to execute and deliver to Bank this Agreement.

C. Pursuant to the terms of the Credit Agreement, Grantor has granted to Bank a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired intellectual property, including, but not limited to, patents, patent applications, patent licenses, trademarks, trademark applications, trademark licenses, copyrights, copyright right applications and copyright licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, and in to secure the payment and performance of the Obligations, including, without limitation, the Note, Grantor does hereby grant to Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each domain name and trademark license, including, without limitation, each domain name and trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products, royalties, fees, income, payments, and other proceeds of the foregoing, including, without limitation, any claim or cause of action by Grantor against third parties for past, present or future infringement of any trademark, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages of any trademark, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on

Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products, royalties, fees, income, payments, and other proceeds of the foregoing, including, without limitation, any claim or cause of action by Grantor against third parties for past, present or future infringement of any patent, including, all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages of any patent, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral");
- (7) each copyright and copyright application, including, without limitation, each registered copyright and copyright application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (8) each copyright license, including, without limitation, each copyright license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith;
- (9) all products, royalties, fees, income, payments, and other proceeds of the foregoing, including, without limitation, any claim or cause of action by Grantor against third parties for past, present or future infringement of any copyright, including, all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages of any copyright, without limitation, any registered copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the "Copyright Collateral", together with the Trademark Collateral and the Patent Collateral, the "IP Collateral"); and
- (10) all rights of any kind whatsoever of Grantor accruing under the IP Collateral provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

This security interest is granted in conjunction with the security interests granted to Bank pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the IP Collateral made and granted hereby are

more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by this reference as if fully set forth herein. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the IP Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

Grantor authorizes the Commission for Patents, Commissioner for Trademarks, the Register of Copyrights, and any other government official to record and register this Agreement upon request by Bank.

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 laws of the State of Illinois, without giving effect to any choice of law conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

[signature page follows]

Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

LOCATION SERVICES, LLC,
a Delaware corporation

A handwritten signature in black ink, appearing to read "John Nethery", is written over a horizontal line.

By:

Name: John Nethery

Title: Chief Financial Officer

Acknowledged:

WINTRUST BANK, N.A.

By: *John Paul Hills*
Name: John Paul Hills
Title: Senior Vice President

(01126690)


TRADEMARK
REEL: 007450 FRAME: 0409

SCHEDULE 1

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK COLLATERAL

Owner	Trademark Application	Trademark Application Number	Application Filing Date
Location Services, LLC		87837395	3/16/2018
Location Services, LLC		87837388	3/16/2018

SCHEDULE 2

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT COLLATERAL

Owner	Patent Application	Application Filing Date	Application Serial Number
Location Services, LLC	ADVANCED CAMERA NETWORK FOR LICENSE PLATE RECOGNITION	4/16/2018	62/658,563
Location Services, LLC	ADVANCED CAMERA NETWORK FOR LICENSE PLATE RECOGNITION	4/16/2019	16/385,845

SCHEDULE 3

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT COLLATERAL

Owner	Copyright Title	Copyright Registration Number	Registration Date
Location Services, LLC	Swarm and 2 other titles	V9948D118	7/14/2017