

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM693031

<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>
Fleetworthy Solutions, Inc.		11/24/2021	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	318 West Adams Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5921405	FLEETWORTHY SOLUTIONS	
<b>Registration Number:</b>	5921412	BEYOND COMPLIANT	
<b>Registration Number:</b>	5921399	FLEETWORTHY SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3127155220		
<b>Email:</b>	tm-dept@quarles.com, christian.stahl@quarles.com, veronica.brooks@quarles.com		
<b>Correspondent Name:</b>	Christian Stahl at Quarles & Brady LLP		
<b>Address Line 1:</b>	300 North LaSalle Street, Ste. 4000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	115253.0220WAB/Fleetwrthy		
<b>NAME OF SUBMITTER:</b>	Veronica Ford Brooks		
<b>SIGNATURE:</b>	/VFB/		
<b>DATE SIGNED:</b>	12/07/2021		
<b>Total Attachments: 5</b>			
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source=Fleetworthy Solutions Inc to WAB Security Agt#page5.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 24, 2021 (the "Agreement") among WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), FLEETWORTHY SOLUTIONS, INC., a Wisconsin corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

FLEETWORTHY SOLUTIONS, INC.,  
a Wisconsin corporation

DocuSigned by:  
*Michael Precia*  
By: \_\_\_\_\_  
Name: Michael Precia  
Title: Chief Executive Officer

Address for Notices:

Fleetworthy Solutions, Inc.  
4600 American Pkwy Suite 300  
Madison, Wisconsin 53718  
Attn: Todd Wintheiser  
E-mail: todd.wintheiser@fleetworthy.com

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona  
corporation

DocuSigned by:  
**William Robinson**  
By: \_\_\_\_\_  
Name: William Robinson  
Title: Market Leader

Address for Notices:

WESTERN ALLIANCE BANK  
318 West Adams Street  
Chicago, Illinois 60606  
Attn: Luke P. Amesen  
E-mail: luke.arsen@bridgebank.com

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

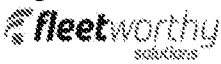
<u>Mark / Title:</u>	<u>Country:</u>	<u>Application Number:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Registration Date:</u>
FLEETWORTHY SOLUTIONS	Canada	1874992	TMA1063167	2017-12-22	2019-11-14
FLEETWORTHY SOLUTIONS LOGO*	Canada	1875817	TMA1070585	2018-01-03	2020-01-23
BEYOND COMPLIANT	Canada	1876214	TMA1092940	2018-01-05	2021-02-02
COMPLIANCE IN THE CLOUD	Canada	1876225	TMA1060646	2018-01-05	2019-10-25
FLEETWORTHY SOLUTIONS and design 	USA	87/520,781	5,921,405	2017-07-09	2019-11-26
BEYOND COMPLIANT	USA	87/536,415	5,921,412	2017-07-20	2019-11-26
FLEETWORTHY SOLUTIONS	USA	87/509,563	5,921,399	2017-06-28	2019-11-26

EXHIBIT C  
PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>