

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM741423

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spireon, Inc.		07/13/2022	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Alter Domus (US) LLC, as Collateral Agent
<b>Street Address:</b>	225 West Washington Street, 9th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	4021682	DEALER LINK
Registration Number:	5739837	
Registration Number:	5642378	
Registration Number:	5637850	
Registration Number:	4285767	ENFOTRACE GPS GUIDED BY SPIREON
Serial Number:	88169365	FL FLEX
Registration Number:	5757753	FL SOLAR
Registration Number:	5757766	FL1
Registration Number:	5757772	FL12
Registration Number:	5757773	FL14
Registration Number:	5757774	FL18
Registration Number:	5757775	FL22
Registration Number:	6435460	FL360
Registration Number:	5757771	FL4
Registration Number:	5757767	FL7
Registration Number:	5757768	FL700
Registration Number:	5757756	FLEETLOCATE
Registration Number:	4431942	FLEETLOCATE

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Property Type	Number	Word Mark
Registration Number:	5665515	FLEETLOCATE COMPLIANCE
Registration Number:	4401293	FLEETLOCATE GUIDED BY SPIREON
Registration Number:	5654151	FLEETLOCATE SHIFT
Registration Number:	5763538	GOLDSTAR
Registration Number:	5378063	GOLDSTAR
Registration Number:	5792582	GOLDSTAR CONNECT
Registration Number:	5365137	GOLDSTAR EDGE
Registration Number:	4472304	GOLDSTARCMS
Registration Number:	4299246	GOLDSTARGPS GUIDED BY SPIREON
Registration Number:	4440752	GUIDING BUSINESS INTELLIGENCE
Registration Number:	4227725	GUIDING BUSINESS INTELLIGENCE
Registration Number:	4227727	GUIDING BUSINESS INTELLIGENCE
Registration Number:	3176640	INILEX
Registration Number:	5934477	INTELLIGENT TRAILER MANAGEMENT
Registration Number:	5794591	INTELLISCAN
Registration Number:	5756683	K KAHU BY SPIREON
Registration Number:	5756688	KAHU
Registration Number:	4988745	KAHU
Registration Number:	3996060	LOANPLUS
Registration Number:	4227880	LOANPLUS EXPRESS
Registration Number:	4341736	LOANPLUSCMS GUIDED BY SPIREON
Registration Number:	4823712	LOCATION GENIE
Registration Number:	5793827	NSPIRE
Registration Number:	5775224	NSPIRE
Registration Number:	4964113	POSITIONPLUS
Registration Number:	3304119	QUICK FENCE
Registration Number:	4823713	REFERENCE GENIE
Registration Number:	4045977	REPO TRACE
Registration Number:	4847509	SERVICEVISION
Registration Number:	4021693	SKY LINK
Registration Number:	5756329	SPIREON
Registration Number:	4223337	SPIREON
Registration Number:	4219540	SPIREON
Registration Number:	4219541	SPIREON
Registration Number:	4219542	SPIREON
Registration Number:	4227775	SPIREON GUIDING BUSINESS INTELLIGENCE
Registration Number:	4235295	SPIREON GUIDING BUSINESS INTELLIGENCE
Registration Number:	4235297	SPIREON GUIDING BUSINESS INTELLIGENCE

Property Type	Number	Word Mark
Registration Number:	4235298	SPIREON GUIDING BUSINESS INTELLIGENCE
Registration Number:	4404553	TALON
Registration Number:	4043188	TEMPDEFENDER
Registration Number:	5089459	THE DECOY
Registration Number:	4021685	THE NEXT GENERATION IN THEFT RECOVERY
Registration Number:	3626794	VEHICLEPATH
Registration Number:	4341723	VEHICLEPATH GUIDED BY SPIREON

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 2024547625

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Julia Birgen

**Address Line 1:** 1025 Connecticut Ave NW, Suite 712

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1740064
<b>NAME OF SUBMITTER:</b>	Karen S. Cottrell
<b>SIGNATURE:</b>	/Karen S. Cottrell/
<b>DATE SIGNED:</b>	07/15/2022

**Total Attachments: 8**

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of July 13, 2022 (this “**Trademark Security Agreement**”), is made by the signatory hereto listed under “Pledgor” (the “**Pledgor**”), in favor of Alter Domus (US) LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain Second Lien Credit Agreement, dated as of June 4, 2021 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among Polaris Newco, LLC, a Delaware limited liability company (“**Initial Borrower**”), Solera, LLC, a Delaware limited liability company (“**Solera**”), Omnitracs, LLC, a Delaware limited liability company (“**Omnitracs**”), and DealerSocket, LLC, a Delaware limited liability company (“**DealerSocket**”, and, together with Solera, Omnitracs, Initial Borrower and, together with any Subsidiaries of Holdings joined under the Credit Agreement as a Borrower after the Closing Date, the “**Borrowers**”), Polaris Parent, LLC, a Delaware limited liability company (“**Holdings**”), the other Credit Parties from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of the Pledgor in, to and under all the following to the extent constituting Pledged Collateral, and in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks owned by the Pledgor including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

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 the Pledgor 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, the terms and provisions of which are incorporated by reference herein 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. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the Payment in Full of the Secured Obligations. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Pledgor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.


SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

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

**PLEDGOR:**

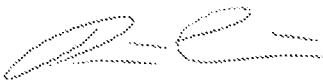
**SPIREON, INC.,**  
a Delaware corporation

By:   
Name: Ron Rogozinski  
Title: Chief Financial Officer

[Signature Page to Second Lien Joinder to Trademark Security Agreement]

Accepted and Agreed:

**ALTER DOMUS (US) LLC,**  
as Collateral Agent

By:  \_\_\_\_\_




Name: Pinju Chiu

Title: Associate Counsel

[Signature Page to Second Lien Joinder to Trademark Security Agreement]

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Application Number	Registration Number	Filing Date	Registration Date	Status	Owner	International Classes
DEALER LINK	U.S. Federal	85120010	4021682	8/31/2010	9/6/2011	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)
Design Only	U.S. Federal	88140842	5739837	10/3/2018	4/30/2019	Registered	Spireon, Inc.	42 (Scientific and technological services)
								
Design Only	U.S. Federal	87917169	5642378	5/11/2018	1/1/2019	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)
								
Design Only	U.S. Federal	87917847	5637850	5/11/2018	12/25/2018	Registered	Spireon, Inc.	42 (Scientific and technological services)
								
ENFOTRACE GPS GUIDED SPIREON	U.S. Federal	85650356	4285767	6/13/2012	2/5/2013	Registered	Spireon, Inc.	38 (Communications services) 42 (Scientific and technological services)
FL FLEX	U.S. Federal	88169365		10/25/2018		Pending	Spireon, Inc.	42 (Scientific and technological services)
FL SOLAR	U.S. Federal	88172914	5757753	10/29/2018	5/21/2019	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)
FL1	U.S. Federal	88181785	5757766	11/5/2018	5/21/2019	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)
FL12	U.S. Federal	88183000	5757772	11/6/2018	5/21/2019	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)
FL14	U.S. Federal	88183031	5757773	11/6/2018	5/21/2019	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)
FL18	U.S. Federal	88183050	5757774	11/6/2018	5/21/2019	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)
FL22	U.S. Federal	88183317	5757775	11/6/2018	5/21/2019	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)
FL360	U.S. Federal	88899489	6435460	5/4/2020	7/27/2021	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)



Trademark	Country	Application Number	Registration Number	Filing Date	Registration Date	Status	Owner	International Classes
FL4	U.S. Federal	88182974	5757771	11/6/2018	5/21/2019	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)
FL7	U.S. Federal	88181864	5757767	11/5/2018	5/21/2019	Registered	Spireon, Inc.	35 (Advertising and business services)
FL700	U.S. Federal	88181906	5757768	11/5/2018	5/21/2019	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)
FLEETLOCATE	U.S. Federal	88174276	5757756	10/30/2018	5/21/2019	Registered	Spireon, Inc.	42 (Scientific and technological services)
FLEETLOCATE	U.S. Federal	85880816	4431942	3/20/2013	11/12/2013	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)
FLEETLOCATE COMPLIANCE	U.S. Federal	87916951	5665515	5/11/2018	1/29/2019	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)
FLEETLOCATE GUIDED BY SPIREON	U.S. Federal	85649320	4401293	6/12/2012	9/10/2013	Registered	Spireon, Inc.	42 (Scientific and technological services)
FLEETLOCATE SHIFT	U.S. Federal	87917776	5654151	5/11/2018	1/15/2019	Registered	Spireon, Inc.	42 (Scientific and technological services)
GOLDSTAR	U.S. Federal	88184668	5763538	11/7/2018	5/28/2019	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)
GOLDSTAR	U.S. Federal	87462688	5378063	5/24/2017	1/16/2018	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)
GOLDSTAR CONNECT	U.S. Federal	88173124	5792582	10/29/2018	7/2/2019	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)
GOLDSTAR EDGE	U.S. Federal	87518075	5365137	7/6/2017	12/26/2017	Registered	Spireon, Inc.	38 (Communications services)
GOLDSTARCMS	U.S. Federal	85802792	4472304	12/14/2012	1/21/2014	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)
GOLDSTARGPS GUIDED BY SPIREON	U.S. Federal	85549125	4299246	2/22/2012	3/5/2013	Registered	Spireon, Inc.	35 (Advertising and business services)
GUIDING BUSINESS INTELLIGENCE	U.S. Federal	85495871	4440752	12/15/2011	11/26/2013	Registered	Spireon, Inc.	35 (Advertising and business services)
GUIDING BUSINESS INTELLIGENCE	U.S. Federal	85495932	4227725	12/15/2011	10/16/2012	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus) 35 (Advertising and business services)
GUIDING BUSINESS INTELLIGENCE	U.S. Federal	85495967	4227727	12/15/2011	10/16/2012	Registered	Spireon, Inc.	35 (Advertising and business services) 40 (Material treatment services) 42 (Scientific and technological services)
INILEX	U.S. Federal	78752263	3176640	11/11/2005	11/28/2006	Registered	Spireon, Inc.	35 (Advertising and business services)

Trademark	Country	Application Number	Registration Number	Filing Date	Registration Date	Status	Owner	International Classes
INTELLIGENT TRAILER MANAGEMENT	U.S. Federal	88505857	5934477	7/9/2019	12/10/2019	Registered	Spireon, Inc.	39 (Transportation and storage services) 40 (Material treatment services) 42 (Scientific and technological services)
INTELLISCAN	U.S. Federal	88237060	5794591	12/20/2018	7/2/2019	Registered	Spireon, Inc.	38 (Communications services)
K KAHU BY SPIREON	U.S. Federal	88141193	5756683	10/3/2018	5/21/2019	Registered	Spireon, Inc.	38 (Communications services)
KAHU	U.S. Federal	88141329	5756688	10/3/2018	5/21/2019	Registered	Spireon, Inc.	38 (Communications services)
KAHU	U.S. Federal	86835215	4988745	12/1/2015	6/28/2016	Registered	Spireon, Inc.	42 (Scientific and technological services)
LOANPLUS	U.S. Federal	85017262	3996060	4/19/2010	7/19/2011	Registered	Spireon, Inc.	38 (Communications services)
LOANPLUS EXPRESS	U.S. Federal	85530936	4227880	2/1/2012	10/16/2012	Registered	Spireon, Inc.	38 (Communications services)
LOANPLUSCMS BY SPIREON	U.S. Federal	85727913	4341736	9/13/2012	5/28/2013	Registered	Spireon, Inc.	35 (Advertising and business services)
LOCATION GENIE	U.S. Federal	86404231	4823712	9/24/2014	9/29/2015	Registered	Spireon, Inc.	38 (Communications services)
NSPIRE	U.S. Federal	88216280	5793827	12/4/2018	7/2/2019	Registered	Spireon, Inc.	35 (Advertising and business services)
NSPIRE	U.S. Federal	88184840	5775224	11/7/2018	6/11/2019	Registered	Spireon, Inc.	35 (Advertising and business services)
POSITIONPLUS	U.S. Federal	86774117	4964113	9/30/2015	5/24/2016	Registered	Spireon, Inc.	37 (Construction and repair services)
QUICK FENCE	U.S. Federal	78752265	3304119	11/11/2005	10/2/2007	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)
REFERENCE GENIE	U.S. Federal	86404257	4823713	9/24/2014	9/29/2015	Registered	Spireon, Inc.	35 (Advertising and business services)
REPO TRACE	U.S. Federal	77882187	4045977	11/30/2009	10/25/2011	Registered	Spireon, Inc.	38 (Communications services)
SERVICEVISION	U.S. Federal	86406787	4847509	9/26/2014	11/3/2015	Registered	Spireon, Inc.	42 (Scientific and technological services)

Trademark	Country	Application Number	Registration Number	Filing Date	Registration Date	Status	Owner	International Classes
SKY LINK	U.S. Federal	85122907	4021693	9/3/2010	9/6/2011	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)
SPIREON	U.S. Federal	88134472	5756329	9/21/2018	5/21/2019	Registered	Spireon, Inc.	35 (Advertising and business services)
SPIREON	U.S. Federal	85503147	4223337	12/23/2011	10/9/2012	Registered	Spireon, Inc.	38 (Communications services)
SPIREON	U.S. Federal	85503169	4219540	12/23/2011	10/2/2012	Registered	Spireon, Inc.	42 (Scientific and technological services)
SPIREON	U.S. Federal	85503213	4219541	12/23/2011	10/2/2012	Registered	Spireon, Inc.	9 (Electrical and scientific apparatus)
SPIREON	U.S. Federal	85503230	4219542	12/23/2011	10/2/2012	Registered	Spireon, Inc.	38 (Communications services)
SPIREON GUIDING BUSINESS INTELLIGENCE	U.S. Federal	85504733	4227775	12/28/2011	10/16/2012	Registered	Spireon, Inc.	35 (Advertising and business services)
SPIREON GUIDING BUSINESS INTELLIGENCE	U.S. Federal	85504750	4235295	12/28/2011	10/30/2012	Registered	Spireon, Inc.	38 (Communications services)
SPIREON GUIDING BUSINESS INTELLIGENCE	U.S. Federal	85504907	4235297	12/28/2011	10/30/2012	Registered	Spireon, Inc.	35 (Advertising and business services)
SPIREON GUIDING BUSINESS INTELLIGENCE	U.S. Federal	85504918	4235298	12/28/2011	10/30/2012	Registered	Spireon, Inc.	35 (Advertising and business services)
TALON	U.S. Federal	85688470	4404553	7/27/2012	9/17/2013	Registered	Spireon, Inc.	35 (Advertising and business services)
TEMPDEFENDER	U.S. Federal	85141836	4043188	9/30/2010	10/18/2011	Registered	Spireon, Inc.	38 (Communications services)
THE DECOY	U.S. Federal	86840758	5089459	12/7/2015	11/29/2016	Registered	Spireon, Inc.	35 (Advertising and business services)
THE NEXT GENERATION IN THEFT RECOVERY	U.S. Federal	85121230	4021685	9/1/2010	9/6/2011	Registered	Spireon, Inc.	35 (Advertising and business services)
VEHICLEPATH	U.S. Federal	77597362	3626794	10/21/2008	5/26/2009	Registered	Spireon, Inc.	45 (Personal, social and security services)
VEHICLEPATH GUIDED BY SPIREON	U.S. Federal	85727038	4341723	9/12/2012	5/28/2013	Registered	Spireon, Inc.	45 (Personal, social and security services)
								16 (Paper goods and printed matter)