

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM827244

<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>
Speedgauge, Inc.		07/03/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	55 Almaden Boulevard, Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97782189	DRIVEN DATA NETWORK	
<b>Serial Number:</b>	97782186	THE DRIVEN DATA NETWORK	
<b>Serial Number:</b>	97782470	THE DDN	
<b>Serial Number:</b>	88540353	SPEEDGAUGE	
<b>Serial Number:</b>	88471907	SPEEDGAUGE SAFETY CENTER	
<b>Serial Number:</b>	88471901	SPEEDING MATTERS - EVERYWHERE	
<b>Serial Number:</b>	88461134	GAUGEMYFLEET	
<b>Serial Number:</b>	86581158	FAIR SCORE	
<b>Serial Number:</b>	86124585		
<b>Serial Number:</b>	86124577	SPEEDGAUGE	
<b>Serial Number:</b>	78469744	SPEEDGAUGE	
<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>	16504283900		
<b>Email:</b>	jcimmiyotti@gcalaw.com		
<b>Correspondent Name:</b>	Jason Cimmiyotti		
<b>Address Line 1:</b>	2570 W El Camino Real STE 400		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94040		

OP \$290.00 97782189

<b>NAME OF SUBMITTER:</b>	Jason Cimmiyotti
<b>SIGNATURE:</b>	/Jason Cimmiyotti/
<b>DATE SIGNED:</b>	07/26/2023
<b>Total Attachments: 7</b> source=WAL_SpeedGauge_Intellectual Property Security Agreement_Executed 07-03-2019_updated 7-21-2023#page1.tif source=WAL_SpeedGauge_Intellectual Property Security Agreement_Executed 07-03-2019_updated 7-21-2023#page2.tif source=WAL_SpeedGauge_Intellectual Property Security Agreement_Executed 07-03-2019_updated 7-21-2023#page3.tif source=WAL_SpeedGauge_Intellectual Property Security Agreement_Executed 07-03-2019_updated 7-21-2023#page4.tif source=WAL_SpeedGauge_Intellectual Property Security Agreement_Executed 07-03-2019_updated 7-21-2023#page5.tif source=WAL_SpeedGauge_Intellectual Property Security Agreement_Executed 07-03-2019_updated 7-21-2023#page6.tif source=WAL_SpeedGauge_Intellectual Property Security Agreement_Executed 07-03-2019_updated 7-21-2023#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 3, 2019 (the "Agreement") by and among WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), and SPEEDGAUGE, INC., a Delaware corporation ("Grantor") is made with reference to the Business Financing Agreement, dated on or about the date hereof (as amended 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:**

**SPEEDGAUGE, INC.**, a Delaware corporation

By: [Signature]  
Name: Jonathan Hubbard  
Title: President

**LENDER:**

**WESTERN ALLIANCE BANK**, an Arizona corporation

By: [Signature]  
Name: Elisa Sun  
Title: VP

Address for Notices to Lender:

Attn:  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8520

Address for Notices to Borrower:

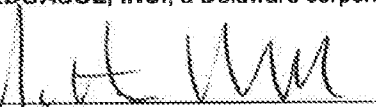
Attn: Jonathan Hubbard, CEO  
SpeedGauge, Inc.  
1365 Mission Street, Suite 300  
San Francisco, CA 94103  
Tel: 415-483-1470

[Signature Page to Intellectual Property Security Agreement]

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

**GRANTOR:**

**SPEEDGAUGE, INC.**, a Delaware corporation

By: 

Name: Jonathan Hubbard

Title: President

**LENDER:**

**WESTERN ALLIANCE BANK**, an Arizona corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices to Lender:

Attn:

55 Almaden Blvd. Ste. 100

San Jose, CA 95113

Tel: (408) 423-8500

Fax: (408) 423-8520

Address for Notices to Borrower:

Attn: Jonathan Hubbard, CEO

SpeedGauge, Inc.

1385 Mission Street, Suite 300

San Francisco, CA 94103

Tel: 415-483-1470

[Signature Page to Intellectual Property Security Agreement]

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>File Date:</u>	<u>Pre-registered?</u>

EXHIBIT B  
TRADEMARKS

Please Check if No Trademarks Exist



<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
DRIVEN DATA NETWORK	97782189			Feb 6, 2023
THE DRIVEN DATA NETWORK	97782186			Feb 6, 2023
THE DDN	97782470			Feb 6, 2023
SPEEDGAUGE	88540353	6126102		Jul 26, 2019
SPEEDGAUGE SAFETY CENTER	88471907	5994652		Jun 13, 2019
SPEEDING MATTERS – EVERYWHERE	88471901	5994651		Jun 13, 2019
GAUGEMYFLEET	88461134	6072809		Jun 05, 2019
FAIR SCORE  (Word and Design)	86581158	4808612		Mar 30, 2015
 (Design only)	86124585	4560261		Nov 20, 2013
SPEEDGAUGE	86124577	4560260		Nov 20, 2013
SPEEDGAUGE	78469744	3437608		Aug 18, 2004

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>
DYNAMIC DRIVE AND VEHICLE ANALYTICS BASED ON VEHICLE TRACKING AND DRIVING STATISTICS	11,699,309	16/797,293	Issued	Jul 11, 2023
PREDICTIVE ANNOTATION OF RELEVANT ROAD INFORMATION BASED ON VEHICLE LOCATION AND IDENTITY	11,692,845	16/885,019	Issued	Jul 4, 2023
VEHICLE OPERATION CHARACTERISTIC CONTROL	2022/0396265	17/850,205	Published	Dec 15 2022
DRIVER HISTORY VIA VEHICLE DATA ACQUISITION AND ANALYSIS	11,481,713	16/196,514	Issued	Oct 25, 2022
VEHICLE SPEED LIMITER	11,370,428	16/670,453	Issued	Jun 28, 2022
DRIVER ALERTNESS WARNING SYSTEM AND METHOD	2021/0046821	17/085,992	Published	Feb 18, 2021
DRIVER ALERTNESS WARNING SYSTEM AND METHOD	10,864,819	16/177,338	Issued	Dec 15, 2020
FLEET MANAGER BASED VEHICLE CONTROL	10,847,037	16/124,692	Issued	Nov 24, 2020
IDENTIFICATION OF DRIVER ABNORMALITIES IN A TRAFFIC FLOW	10,762,780	15/859,892	Issued	Sep 1, 2020
SYSTEM AND METHOD FOR EVALUATING VEHICLE AND OPERATOR PERFORMANCE	RE47,986 (reissue of 7,356,392)	15/008,418	Issued	May 12, 2020
ENHANCEMENT USING ANALYTICS BASED ON VEHICLE KINEMATIC DATA	2020/0134735	16/730,104	Published	Apr 30, 2020
VEHICLE SPEED LIMITER	10,464,561	16/043,559	Issued	Nov 5, 2019
ENHANCEMENT USING ANALYTICS BASED ON VEHICLE KINEMATIC DATA	2019/0005588	16/103,441	Published	Jan 3, 2019
FLEET MANAGER BASED VEHICLE CONTROL	10,170,004	15/333,796	Issued	Jan 1, 2019
ASSESSING ASYNCHRONOUS AUTHENTICATED DATA SOURCE FOR USE IN DRIVER RISK MANAGEMENT	10,049,408	14/687,099	Issued	Aug 14, 2018
VEHICLE SPEED LIMITER	10,029,685	15/442,438	Issued	Jul 24, 2018



POSITION ACCURACY TESTING SYSTEM	9,897,451	14/887,300	Issued	Feb 20, 2018
IDENTIFICATION OF DRIVER ABNORMALITIES IN A TRAFFIC FLOW	9,858,814	15/213,035	Issued	Jan 2, 2018
VEHICLE MANAGEMENT	9,478,074	14/602,130	Issued	Oct 25, 2016
IDENTIFICATION OF DRIVER ABNORMALITIES IN A TRAFFIC FLOW	9,396,660	14/602,197	Issued	Jul 19,2016
POSITION ACCURACY TESTING SYSTEM	9,163,948	13/681,083	Issued	Oct 20, 2015