

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM866774

<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>
VEHICLE TRACKING SOLUTIONS, LLC		01/05/2024	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	One East Washington Street, Suite 1400		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3652087	SILENT PASSENGER	
<b>Registration Number:</b>	3807759	SILENT PASSENGER	
<b>Registration Number:</b>	3383632	VEHICLE TRACKING SOLUTIONS	
<b>Registration Number:</b>	3418435	VEHICLE TRACKING SOLUTIONS	
<b>Registration Number:</b>	3454579	WE HELP YOU DRIVE PRODUCTIVITY	
<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>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2232268		
<b>NAME OF SUBMITTER:</b>	Yvette Stohler		
<b>SIGNATURE:</b>	/Yvette Stohler/		
<b>DATE SIGNED:</b>	01/09/2024		

OP \$140.00 3652087

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of January 5, 2024 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Lender**") and **VEHICLE TRACKING SOLUTIONS, LLC**, a New York limited liability company ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of January 5, 2024 (as amended from time to time, the "**Loan Agreement**"), among, *inter alios*, Lender and Grantor. Terms defined in the Loan 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 Loan 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 service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, excluding intent-to-use 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 Loan 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 Loan 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.

[Signature Page Follows]

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

**GRANTOR:**

**VEHICLE TRACKING SOLUTIONS, LLC,**  
a New York limited liability company

By: DocuSigned by:  
**John Cunningham** \_\_\_\_\_  
2127F04FEB8405...

Name: John M. Cunningham

Title: President

Address for Notices:

VEHICLE TRACKING SOLUTIONS, LLC  
152 Veterans Memorial Highway  
Commack, NY 11725  
Attn.: Sean Wilkinson  
Email: [Sean.Wilkinson@IntelliShift.com](mailto:Sean.Wilkinson@IntelliShift.com)

With copies (which shall not constitute notice) to:

LLR Partners  
Cira Centre, 2929 Arch Street, Suite 2700  
Philadelphia, PA 19104  
Attn.: David Stienes  
Email: [dstienes@llrpartners.com](mailto:dstienes@llrpartners.com)

**LENDER:**

**WESTERN ALLIANCE BANK,**  
an Arizona corporation

By: DocuSigned by:  
**Colin Wons** \_\_\_\_\_  
20D0598A93944C8...

Name: Colin Wons

Title: Vice President

Address for Notices:

Western Alliance Bank  
One East Washington Street, Suite 1400  
Phoenix, AZ 85004  
Attn: Legal Department  
Email: [cwons@bridgebank.com](mailto:cwons@bridgebank.com)

[Signature Page to Intellectual Property Security Agreement]

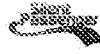

**EXHIBIT A**  
**COPYRIGHTS**

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>Filing Date:</u>	<u>Preregistered?</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>
SILENT PASSENGER (word)	77389017	3652087		Feb. 05, 2008
SILENT PASSENGER (logo) 	77566538	3807759		Sep. 10, 2008
VEHICLE TRACKING SOLUTIONS (word)	78947871	3383632		Aug. 08, 2006
VEHICLE TRACKING SOLUTIONS (logo) 	78948531	3418435		Aug. 09, 2006
WE HELP YOU DRIVE PRODUCTIVITY	77088372	3454579		Jan. 22, 2007

**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>

DMS 40986557.4