

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
METROM RAIL, LLC		08/07/2013	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	MARK STRAUCH		
Street Address:	1116 HOWARD DRIVE		
City:	SCHAUMBURG		
State/Country:	ILLINOIS		
Postal Code:	60193		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85732878	SENTRACK	
Serial Number:	85747147	AURA	
Serial Number:	85754418	METROM RAIL	
Serial Number:	85754430	METROM RAIL	
Serial Number:	85754435	M	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-281-1116		
Email:	RFLOREN@HMBLAW.COM		
Correspondent Name:	REBECCA FLOREN		
Address Line 1:	500 W. MADISON ST., SUITE 3700		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	10561.003		

OP \$140.00 85732878

NAME OF SUBMITTER:	REBECCA FLOREN
Signature:	/REBECCA FLOREN/
Date:	08/08/2013
<b>Total Attachments: 5</b> source=Metrom Trademark Security Agreement#page1.tif source=Metrom Trademark Security Agreement#page2.tif source=Metrom Trademark Security Agreement#page3.tif source=Metrom Trademark Security Agreement#page4.tif source=Metrom Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated ~~March~~ <sup>August</sup> 7, 2013, is made by Metrom Rail, LLC, an Illinois limited liability company ("Grantor"), in favor of Mark Strauch ("Secured Party").

### RECITALS

A. Grantor and Secured Party have entered into that certain Purchase Order Financing Agreement, dated as of February 27, 2013, by and between Grantor and Secured Party (as may be amended from time to time, the "Purchase Order Financing Agreement"), pursuant to which Secured Party has agreed to provide purchase order financing to Grantor; and

B. Pursuant to the terms of the Purchase Order Financing Agreement, Grantor has granted to Secured Party a security interest in all of the assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the obligations of Grantor under the Purchase Order Financing Agreement.

In consideration of the mutual agreements set forth herein and in the Purchase Order Financing Agreement, Grantor does hereby grant to Secured Party 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 trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, 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");

provided, in no event shall the security interest granted hereunder attach to any lease, license, contract, property rights or agreement to which Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in a breach or termination pursuant to the terms of, or default under, any such lease, license, contract, property rights or agreement or pursuant to rule of law, statute or regulation that prohibits, restricts or requires the consent of a governmental body to the grant of such security interest therein, other than to the extent that any such term is rendered ineffective pursuant to Sections 9-

406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision) and, provided, upon the request of Secured Party, Grantor will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of Secured Party (and to Secured Party's enforcement of such security interest) in Secured Party's rights under such lease or license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Purchase Order Financing Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Purchase Order Financing Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[Signature Page Follows.]*

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

**GRANTOR:**

METROM RAIL, LLC

By: Jim Marchi  
Name: JIM MARCHI  
Title: CEO

Acknowledged as of the date first set forth above.

**SECURED PARTY:**

By: \_\_\_\_\_  
Mark Strauch

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

**GRANTOR:**

METROM RAIL, LLC

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

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

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

Acknowledged as of the date  
first set forth above.

**SECURED PARTY:**

By:  \_\_\_\_\_  
Mark Strauch

