TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375533

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Webtech Wireless Inc.		10/30/2015	CORPORATION: BRITISH COLUMBIA

RECEIVING PARTY DATA

Name:	The Toronto-Dominion Bank
Street Address:	100 Wellington Street West, 26th Floor
Internal Address:	Attention: Director, Commercial Banking
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5K 1A2
Entity Type:	chartered bank: CANADA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3790187	INTERFLEET
Registration Number:	3282781	FLEETPOINT
Registration Number:	3585478	QUADRANT
Registration Number:	3649377	WEBTECH WIRELESS
Registration Number:	3862445	TELEMATICS FOR THE PLANET
Registration Number:	4097861	W
Registration Number:	4619386	WEBTECH 511
Registration Number:	4774973	WHERE IS MY SNOW PLOW
Registration Number:	4834387	WEBTECH DRIVER CENTER
Serial Number:	86194035	WEBTECH ANALYTICS
Serial Number:	86244411	WEBTECH FLEET CENTER

CH $290.00 3790187

CORRESPONDENCE DATA

Fax Number: 3146673633

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: 314-552-6000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Jennifer A. Visintine

Address Line 1:	One US Bank Plaza
Address Line 2:	Thompson Coburn LLP
Address Line 4:	St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	57809-149830
NAME OF SUBMITTER:	Jennifer A. Visintine
SIGNATURE:	/jennifer a. visintine/
DATE SIGNED:	03/03/2016

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this "Agreement"), dated as of October 30, 2015, by WEBTECH WIRELESS INC., a corporation amalgamated under the laws of the Province of British Columbia (the "Grantor"), in favor of THE TORONTO-DOMINION BANK, a Canadian chartered bank (the "Bank").

W I T N E S S E T H:

A. Reference is made to that certain General Security Agreement dated as of October 30, 2015, among the Grantor and the Bank (as the same has been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement").

B. This Agreement is made to secure the payment and performance of the Obligations (as defined in the Security Agreement). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement.

C. This Agreement is given pursuant to the Security Agreement, and each and every term and provision of the Security Agreement, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Bank as follows:

SECTION 1. Grant of Security Interest. As security for the prompt and complete payment and performance in full when due (whether at stated maturity, acceleration or otherwise) of all the Obligations, Grantor hereby grants to the Bank a security interest in and continuing lien, on its respective right, title and interest (but not its obligations) in, to and under all of the following, in each case, whether now held, owned or existing or hereafter acquired or arising, and wherever located: all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, all renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including license royalties, income, payments, claims, damages, and proceeds of suit ("Trademarks"), including but not limited to those U.S. registered trademarks and applications listed on Exhibit A attached hereto and incorporated herein by this reference.

TRADEMARK
REEL: 005745 FRAME: 0685

SECTION 2. Governing Document. This Agreement is governed by that certain Security Agreement, to which reference should be made for a full description of the rights and remedies of the Bank with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Governing Law. NOTWITHSTANDING SECTION 1.06 OF THE SECURITY AGREEMENT, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 4. Counterpart Execution; Electronic Delivery. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart hereof by telefacsimile or other electronic means shall also deliver a manually executed counterpart but the failure to do so shall not affect the validity, enforceability or binding effect hereof.

[Signatures appear on the next page.]

TRADEMARK
REEL: 005745 FRAME: 0686

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WEBTECH WIRELESS INC., a corporation amalgamated under the laws of the Province of British Columbia, as Grantor

By: _____
Name: Louis DeJoy
Title: CFO

ACCEPTED AND AGREED:

THE TORONTO-DOMINION BANK,
as the Bank

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TRADEMARK
REEL: 005745 FRAME: 0687

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WEBTECH WIRELESS INC., a corporation amalgamated under the laws of the Province of British Columbia, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED:

THE TORONTO-DOMINION BANK,
as the Bank

By: _____
Name: Ashley Yantzi
Title: Manager Commercial Credit
National Accounts

By: _____
Name: Alex Boag
Title: Senior Analyst
National Accounts

TRADEMARK
REEL: 005745 FRAME: 0688

EXHIBIT A

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Title	Registration Date	Registration Number
Interfleet(US)	May 18, 2010	3790187
Fleetpoint (United States)	August 21, 2007	3282781
Quadrant (US)	March 10, 2009	3585478
WebTech Wireless (US)	July 7, 2009	3649377
Telematics for the Planet (US)	October 19, 2010	3862445
W (US)	February 14, 2012	4097861
Webtech 511 (US)	October 14, 2014	4619386
Where is My Snow Plow? (US)	July 21, 2015	4774973
Webtech Driver Center (US)	October 20, 2015	4834387
Fleet Intelligence Anywhere (US)	(Filing Date: April 24, 2012)	
Fleet Manager Superstar (US)	(Filing Date: July 23, 2013	
Webtech Fleet Manager (US)	(Filing Date: February 13, 2014)	
Webtech Analytics (US)	(Filing Date: February 13, 2014)	
Webtech Fleet Center (US)	(Filing Date: April 7, 2014)	