

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440102

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ParkingSOFT, LLC		08/18/2017	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	TCG BDC, Inc., as Collateral Agent		
Street Address:	520 Madison Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4033952	PARKINGSOFT	
Registration Number:	4033951	PARKINGSOFT	
Registration Number:	4033953	MOVING PARKING FORWARD	
Registration Number:	4744481		
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	22335 / 020		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	08/22/2017		
Total Attachments: 4			

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of August 18, 2017 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of TCG BDC, Inc. (f/k/a CARLYLE GMS FINANCE, INC.), a Maryland corporation (“*Carlyle*”), located at 520 Madison Avenue, 40th Floor, New York, NY 10022, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 28, 2016, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among ORBIT MERGER SUB, INC, a Delaware corporation (“*Merger Sub*” or “*Initial US Borrower*”), T2 SYSTEMS PARENT CORPORATION, a Delaware corporation (the “*Parent*”), the direct parent of the Initial US Borrower, T2 SYSTEMS, INC., an Indiana corporation (the “*Company*” and in its capacity as successor Borrower to Initial US Borrower, the “*US Borrower*”), T2 HOLDING CORP., a Delaware corporation (following the Merger, as successor to Merger Sub by operation of law and in its capacity as a successor parent Guarantor to Parent, “*Holdings*”), T2 SYSTEMS CANADA, INC., a corporation incorporated under the laws of Canada (the “*Canadian Borrower*”, together with the US Borrower, the “*Borrowers*”), the other guarantors from time to time party thereto, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and Carlyle, as Administrative Agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make Loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of September 28, 2016, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*US Security Pledge Agreement*”);

WHEREAS, pursuant to the US Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the US Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial

accommodations to the applicable Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the US Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the US Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, such Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the US Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the US Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The US Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the US Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the US Security Pledge Agreement, the terms of the US Security Pledge Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PARKINGSOFT, LLC,
a Nevada limited liability company

as a Grantor

By: 
Name: Niamh Pollak
Title: Secretary

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
ParkingSOFT, LLC	Parkingsoft	85/169570	November 4, 2010	4033952	October 4, 2011
ParkingSOFT, LLC	ParkingSOFT logo	85/169519	November 4, 2010	4033951	October 4, 2011
ParkingSOFT, LLC	"Moving Parking Forward"	85/169607	November 4, 2010	4033953	October 4, 2011
ParkingSOFT, LLC	Square Logo	86/096892	October 21, 2013	4744481	May 26, 2015