

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMSYSTEMS LLC		08/01/2018	Limited Liability Company: DELAWARE
ESI ACQUISITION, INC.		08/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	265 Broadhollow Rd.		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2896824	EMSYSTEMS	
Registration Number:	2301047	EMSYSTEMS	
Registration Number:	2685742	ESI	
Registration Number:	2607488	WEBEOC	
Registration Number:	4209010	FLEETEYES	
Registration Number:	4266703	EMSYSTEMS	
Registration Number:	4278147	EMRESOURCE	
Registration Number:	4430777	EMTRACK	
Registration Number:	4212839	RESPECTING THE UNEXPECTED	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723408		
Email:	mramic@kslaw.com		
Correspondent Name:	Mia Ramic King & Spalding LLP		
Address Line 1:	1180 Peachtree Street, N.E.		
Address Line 4:	Atlanta, GEORGIA 30309		

OP \$240.00 2896824

ATTORNEY DOCKET NUMBER:	17392.515003
NAME OF SUBMITTER:	/S/ MIA RAMIC
SIGNATURE:	/S/ MIA RAMIC
DATE SIGNED:	08/01/2018

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of August 1, 2018 by the Grantors listed on the signature page hereto (individually, a “**Grantor**” and, collectively, the “**Grantors**”), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, in its capacities as administrative agent and collateral agent for the Secured Parties (in such capacities, together with its successors and permitted assigns, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement, dated as of August 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the other Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement (other than contingent indemnification obligations and letter of credit obligations that have been cash-collateralized in a manner reasonably satisfactory to the Administrative Agent and the L/C Issuer).

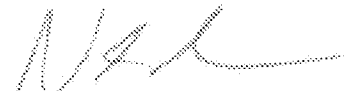
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. The terms of Sections 10.16 and 10.17 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

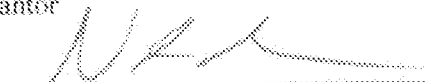
[Signature pages follow.]

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

EMSYSTEMS LLC,
as Grantor

By: 
Name: Nicholas Meeks
Title: Chief Financial Officer

ESI ACQUISITION, INC.,
as Grantor

By: 
Name: Nicholas Meeks
Title: Chief Financial Officer

[Trademark Security Agreement]

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

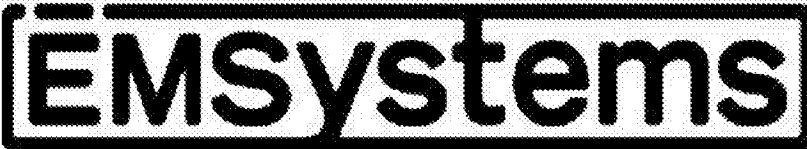


By: _____
Name: Charlie Trisiripisal
Title: Duly Authorized Signer

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER/DATE	DESCRIPTION
EMSystems LLC	2896824 October 26, 2004	EMSYSTEMS
EMSystems LLC	2301047 December 14, 1999	EMSYSTEMS
ESi Acquisition, Inc.	2685742 February 11, 2003	ESI
ESi Acquisition, Inc.	2607488 August 13, 2002	WEBEOC
EMSystems LLC	4209010 September 18, 2012	FLEETEYES
EMSystems LLC	4266703 January 1, 2013	
EMSystems LLC	4278147 January 22, 2013	EMRESOURCE
EMSystems LLC	4430777 November 12, 2013	EMTRACK
EMSystems LLC	4212839 September 25, 2012	RESPECTING THE UNEXPECTED

Trademark Applications:

None.