

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614864

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	IP SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COMPLETE INNOVATIONS INC.		12/16/2020	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Monroe Capital Management Advisors, LLC, as Collateral Agent
Street Address:	311 South Wacker Drive, Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	88849444	FLEETCOMPLETE
Serial Number:	88404511	CONNEX EDGE
Serial Number:	88404528	CONNEX LIVE
Serial Number:	88404539	CONNEX INSIGHTS
Serial Number:	88294861	HELPING FLEETS THRIVE
Serial Number:	87843941	CONNEX
Serial Number:	87843945	CONNEX
Serial Number:	86675688	FIELDWORKER BY FLEET COMPLETE
Serial Number:	86059318	FLEET COMPLETE
Serial Number:	78613515	WATCHDOG
Serial Number:	78604604	COURIER COMPLETE

CORRESPONDENCE DATA

Fax Number:

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: 2123186532

Email: alanagramer@paulhastings.com

Correspondent Name: Alana Gramer

Address Line 1: 200 Park Avenue

TRADEMARK

Address Line 2: c/o Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ Alana Gramer
DATE SIGNED:	12/16/2020

Total Attachments: 7

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IP SECURITY AGREEMENT

This IP SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated December 16, 2020, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC ("Monroe"), as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, COMPLETE INNOVATIONS INC., an Ontario corporation ("Borrower"), COMPLETE INNOVATIONS HOLDINGS INC., an Ontario corporation ("Canadian Holdco"), COMPLETE INNOVATIONS CORP., a Delaware corporation ("US Holdco", and together with Canadian Holdco, individually and collectively, jointly and severally, "Holdings"), Monroe as Administrative Agent and Collateral Agent, each Lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and the Swing Line Lenders and L/C Issuers party thereto have entered into the Credit Agreement dated as of December 16, 2020 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the Swing Line Lenders to make Swing Line Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the US Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the Swing Line Lenders to make Swing Line Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "IP Collateral"):

- (a) all issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto;
- (b) all reissues, continuations, divisionals, continuations-in-part, reexaminations, or extensions thereof, and the inventions disclosed or claimed therein; and

(c) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office (other than Excluded Property) set forth in Schedule B hereto (excluding any Excluded Property),

Including (i) all income, fees, royalties, damages, and payment now and hereafter due and/or payable with respect to any of the foregoing, and (ii) rights to sue for past, present, and future infringement, misappropriation, or other violations of any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this IP Security Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Intellectual Property Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

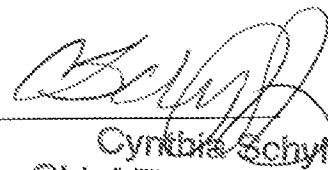
[Signature Pages Follow]

COMPLETE INNOVATIONS INC.,
as Initial Grantor

By: _____

Name:

Title:



Cynthia Schyff

Chief Financial Officer

MONROE CAPITAL MANAGEMENT ADVISORS,
LLC, as Collateral Agent

By: _____



Name: Gerry Burrows
Title: Managing Director


SCHEDULE A

United States Patents and Patent Applications

Title	Stratford Docket number	Application status	Serial number	Filing date	Patent number	Issue date	Owner Name
MULTI-VEHICLE PREDICTION SYSTEM	0109-3USPT	Issued	16/002,256	2018-06-07	10733885	2020-08-04	COMPLETE INNOVATIONS INC.
SNAPSHOTS BUFFERING SERVICE		Pending	15/843383	2017-12-15			COMPLETE INNOVATIONS INC.
DYNAMIC DATA COLLECTION FOR VEHICLE TRACKING		Pending	16/249960	2019-01-17			COMPLETE INNOVATIONS INC.

SCHEDULE B

United States Trademark Registrations and Trademark Applications

Trademark	Country	Status	App. Date / App. No.	Reg. Date / Reg. No.	Owner Name
	United States	Registered	App 26- MAR-2020 App 88849444	Reg 03- NOV-2020 Reg 6188852	COMPLETE INNOVATIONS INC.
CONNEX EDGE	United States	Pending	App 26- APR-2019 App 88404511		COMPLETE INNOVATIONS INC.
CONNEX LIVE	United States	Pending	App 26- APR-2019 App 88404528		COMPLETE INNOVATIONS INC.
CONNEX INSIGHTS	United States	Pending	App 26- APR-2019 App 88404539		COMPLETE INNOVATIONS INC.
HELPING FLEETS THRIVE	United States	Pending	App 08- FEB-2019 App 88294861		COMPLETE INNOVATIONS INC.

CONNEX	United States	Pending	App 21-MAR-2018 App 87843941		COMPLETE INNOVATIONS INC.
CONNEX	United States	Pending	App 21-MAR-2018 App 87843945		COMPLETE INNOVATIONS INC.
	United States	Registered	App 26-JUN-2015 App 86675688	Reg 27-JUN-2017 Reg 5230227	COMPLETE INNOVATIONS INC.
FLEET COMPLETE	United States	Registered	App 09-SEP-2013 App 86059318	Reg 14-OCT-2014 Reg 4619746	COMPLETE INNOVATIONS INC.
WatchDog	United States	Renewed (Registered)	App 21-APR-2005 App 78613515	Reg 30-JAN-2007 Reg 3203469	COMPLETE INNOVATIONS INC.
COURIER COMPLETE	United States	Renewed (Registered)	App 08-APR-2005 App 78604604	Reg 18-SEP-2007 Reg 3293564	COMPLETE INNOVATIONS INC.