

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VEHICLE TRACKING SOLUTIONS, LLC		06/17/2021	Limited Liability Company: NEW YORK
USA12VOLT, INC.		06/17/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 SIX MILE ROAD		
Internal Address:	MC 7578		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3652087	SILENT PASSENGER	
Registration Number:	3807759	SILENT PASSENGER	
Registration Number:	3383632	VEHICLE TRACKING SOLUTIONS	
Registration Number:	3418435	VEHICLE TRACKING SOLUTIONS	
Registration Number:	3454579	WE HELP YOU DRIVE PRODUCTIVITY	
Registration Number:	5196827	SP LOGBOOK	
Registration Number:	5210512	SP QUICK VIEW	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	202-776-2046		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	WASHINGTON, D.C. 20004-2400		

CH \$190.00 3652087

ATTORNEY DOCKET NUMBER:	036703-2064
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	06/21/2021

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of June 17, 2021 by and between COMERICA BANK, a Texas Banking Association ("Bank"), VEHICLE TRACKING SOLUTIONS, LLC, a New York limited liability company ("VTS") and USA12VOLT, INC., a New York corporation ("USA12") (VTS and USA12 are each a "Grantor" and collectively, the "Grantors" provided that each reference to "Grantor" or "Grantors" herein shall mean and refer to each Grantor, individually, and/or to all the Grantors, collectively and in the aggregate, as determined by Bank as the context may require).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of such Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Bank, each Grantor hereby grants and pledges to Bank a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto but excluding intent-to-use trademarks), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and, as applicable, all re-issues, divisionals, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. In the event of any conflict between this Agreement and any other Loan Document, the terms of such other Loan Documents shall control.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that are included in the Intellectual Property Collateral in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date hereof.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

The parties agree that the electronic signature of a party to this Agreement and each related instrument, document and agreement, shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement and each related instrument, document and agreement, and that any electronically signed document (including this Agreement and each related instrument, document and agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures (and upon Bank's request, Grantors shall deliver such original manually executed signatures to Bank).

[Signature page follows.]

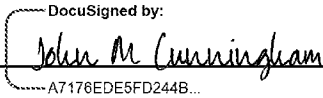
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above. Each of the undersigned also acknowledges and agrees that the undersigned's electronic signature below indicates the undersigned's agreement to, and intention to be legally bound.

GRANTORS:

Address of Grantors:

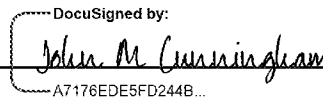
c/o Vehicle Tracking Solutions, LLC
152 Veterans Memorial Highway
Commack, NY 11725
Attn: Glenn Reed

VEHICLE TRACKING SOLUTIONS, LLC

By: 
A7176EDE5FD244B...

Name: John M. Cunningham
Title: Chief Executive Officer

USA12VOLT, INC.

By: 
A7176EDE5FD244B...


Name: John M. Cunningham
Title: Chief Executive Officer

BANK:

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

COMERICA BANK

By: 
9242FF679798407...

Name: Song Hu
Title: Vice President, Relationship Manager

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
None.		

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
None.		

EXHIBIT C**Trademarks**

Description	Registration/ Serial Number	Registration/ Application Date
SILENT PASSENGER (words)	3,652,087	7/7/2009
SILENT PASSENGER (logo)	3,807,759	6/22/2010
VEHICLE TRACKING SOLUTIONS (words)	3,383,632	2/12/2028
VEHICLE TRACKING SOLUTIONS (logo)	3,418,435	4/29/2008
WE HELP YOU DRIVE PRODUCTIVITY	3,454,579	6/24/2008
SP LOGBOOK	5,196,827	5/2/2017
SP QUICK VIEW	5,210,512	5/23/2017