

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI129739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Existing Collateral Agent		03/28/2024	New York bank organized and existing under the laws of Switzerland: SWITZERLAND
RECEIVING PARTY DATA			
Company Name:	Jefferies Finance LLC, as Successor Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2983874	CARGOWATCH	
Serial Number:	90078340	FLEETEDGE	
Registration Number:	2309041	HEALTHTRAK	
Registration Number:	1997245	ORBCOMM	
Registration Number:	2449364	ORBCOMM	
Registration Number:	3514803	REEFERTRAK	
Registration Number:	5388251	VERIOT	
Registration Number:	5264615	ORBCOMM	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	2138918886		
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Rhonda DeLeon		
Address Line 1:	Latham & Watkins LLP, 355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	030786-1067		

OP \$215.00.00 78226712

NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	Rhonda DeLeon
DATE SIGNED:	03/28/2024
Total Attachments: 6 source=Orbcomm - Assignment and Assumption Agreement CS-Jefferies - Trademark Executed#page1.tif source=Orbcomm - Assignment and Assumption Agreement CS-Jefferies - Trademark Executed#page2.tif source=Orbcomm - Assignment and Assumption Agreement CS-Jefferies - Trademark Executed#page3.tif source=Orbcomm - Assignment and Assumption Agreement CS-Jefferies - Trademark Executed#page4.tif source=Orbcomm - Assignment and Assumption Agreement CS-Jefferies - Trademark Executed#page5.tif source=Orbcomm - Assignment and Assumption Agreement CS-Jefferies - Trademark Executed#page6.tif	

ASSIGNMENT AND ASSUMPTION OF
FIRST LIEN TRADEMARK SECURITY AGREEMENT

This Assignment and Assumption of First Lien Trademark Security Agreement, dated as of March 28, 2024 (this “Assignment”), is by and between CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as the resigning collateral agent for the Secured Parties (in such capacity, the “Existing Collateral Agent”) and JEFFERIES FINANCE LLC, in its capacity as the successor collateral agent under the Credit Agreement (as defined below) (in such capacity, the “Successor Collateral Agent”). Capitalized terms used but not defined herein have the meanings assigned to them in the Credit Agreement, the Security Agreement or the Trademark Security Agreement (each as defined below), as applicable.

RECITALS:

WHEREAS, ORBCOMM Inc., a Delaware corporation (the “Borrower”), GI DI Orion Acquisition Inc., Credit Suisse AG, Cayman Islands Branch, as the Administrative Agent and the Existing Collateral Agent, and the lenders from time to time party thereto (the “Lenders”), are parties to that certain First Lien Credit Agreement, dated as of September 1, 2021 (as amended by that certain First Amendment, dated as of April 25, 2023, and as may be further amended, restated, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, inter alios, the Existing Collateral Agent, the Borrower, ORBCOMM LLC, a Delaware limited liability company (“Orbcomm LLC”), STARTRAK INFORMATION TECHNOLOGIES, LLC, a Delaware limited liability company (“StarTrak Information”), and STARTRAK LOGISTICS MANAGEMENT SOLUTIONS, LLC, a Delaware limited liability company (“StarTrak Logistics” and, together with Orbcomm LLC and StarTrak Information, the “Grantors” and each, a “Grantor”), are parties to that certain First Lien Pledge and Security Agreement, dated as of September 1, 2021 (as it may be amended, restated, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered to the Existing Collateral Agent that certain First Lien Trademark Security Agreement identified in Exhibit A attached hereto (as the same may have been amended, restated, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time, the “Trademark Security Agreement”) pursuant to which each Grantor pledged and granted to the Existing Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of such Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, but not limited to, the Trademarks identified in Exhibit B hereto (the “Subject IP”); and

WHEREAS, pursuant to that certain Resignation, Consent and Appointment Agreement, dated as of the date hereof, by and among Credit Suisse AG, Cayman Islands Branch, as the existing Administrative Agent and the Existing Collateral Agent, Jefferies Finance LLC, as the successor Administrative Agent and the Successor Collateral Agent, the Borrower and each other Loan Party, among other things, the Existing Collateral Agent assigned to the Successor Collateral Agent each of the Liens (as defined in the Credit Agreement) and security interests granted to the Existing Collateral Agent, for its benefit and for the benefit of the Lenders and the

Secured Parties, under the Credit Agreement and the other Loan Documents, and the Successor Collateral Agent assumed all such Liens and security interests, for its benefit and for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Existing Collateral Agent hereby assigns and transfers to the Successor Collateral Agent and its successors and assigns, all of its rights, powers, privileges and duties under the Trademark Security Agreement, including, but not limited to, the security interests granted in the Subject IP under the Trademark Security Agreement recorded with the U.S. Patent and Trademark Office, as noted on Exhibit A hereto, and the Successor Collateral Agent hereby assumes, all of the Existing Collateral Agent's rights and obligations with respect to the Trademark Security Agreement, including, but not limited to, the security interests granted in the Subject IP under the Trademark Security Agreement recorded with the U.S. Patent and Trademark Office, as noted on Exhibit A hereto.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.


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IN WITNESS WHEREOF, the Existing Collateral Agent and the Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

EXISTING COLLATERAL AGENT:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By: 
Name: Doreen Barr
Title: Authorized Signatory

By: 
Name: Michael Wagner
Title: Authorized Signatory

SUCCESSOR COLLATERAL AGENT:

JEFFERIES FINANCE LLC

By: *Peter Cucchiara*

Name: Peter Cucchiara

Title: Managing Director

EXHIBIT A

Trademark Security Agreement

1. That certain First Lien Trademark Security Agreement, dated as of September 1, 2021, entered into by Orbcomm LLC, StarTrak Information, StarTrak Logistics and the Existing Collateral Agent, recorded September 1, 2021 at Reel/Frame Nos. 7411/0182, 7411/0206 and 7411/0273.

EXHIBIT B

Subject IP

UNITED STATES AND CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Trademark	Owner	Trademark Number	Registration Date
US	CARGOWATCH	STARTRAK LOGISTICS MANAGEMENT SOLUTIONS, LLC	78/226712 18-Mar-2003	2983874 09-Aug-2005
CA (Designated under the Madrid Protocol)	FLEETEDGE	ORBCOMM LLC	1580149 14-Jan-2021	
United States of America	FLEETEDGE	ORBCOMM LLC	90/078340 28-Jul-2020	
United States of America	HEALTHTRAK	STARTRAK INFORMATION TECHNOLOGIES, LLC	75/579868 30-Oct-1998	2309041 18-Jan-2000
CA	FLEETEDGE	ORBCOMM LLC	2090984 14-Jan-2021	
CA	ORBCOMM	ORBCOMM LLC	0729013 14-May-1993	TMA476781 26-May-1997
US	ORBCOMM	ORBCOMM LLC	74/333640 23-Nov-1992	1997245 27-Aug-1996
US	ORBCOMM	ORBCOMM LLC	75/127471 01-Jul-1996	2449364 08-May-2001
US	REEFERTRAK	ORBCOMM LLC	77/179265 11-May-2007	3514803 14-Oct-2008
US	VERIOT	ORBCOMM LLC	87/336773 15-Feb-2017	5388251 23-Jan-2018
US	ORBCOMM Logo	ORBCOMM LLC	87/275122 20-Dec-2016	5264615 15-Aug-2017