

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4095804

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
TELIT AUTOMOTIVE SOLUTIONS NV		10/13/2016
RECEIVING PARTY DATA		
Name:	HSBC BANK PLC	
Street Address:	8 CANADA SQUARE	
Internal Address:	LEVEL 28	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	E14 5HQ	
PROPERTY NUMBERS Total: 23		
Property Type	Number	
Patent Number:	7818890	
Patent Number:	9401052	
Application Number:	15185385	
Patent Number:	8184045	
Application Number:	14748700	
Application Number:	12665360	
Application Number:	15203669	
Application Number:	13059402	
Patent Number:	9159171	
Application Number:	14925055	
Patent Number:	8285731	
Application Number:	13414350	
Patent Number:	9235591	
Patent Number:	9008692	
Application Number:	14659041	
Patent Number:	8665093	
Patent Number:	9015497	
Patent Number:	9355504	
Application Number:	15166460	

PATENT

Property Type	Number
Patent Number:	7956801
Patent Number:	8560233
Patent Number:	6590525
Application Number:	62360826

CORRESPONDENCE DATA

Fax Number: (646)878-0801

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: 646-878-0800

Email: USPTO@pearlcohen.com

Correspondent Name: PEARL COHEN ZEDEK LATZER BARATZ LLP

Address Line 1: 1500 BROADWAY

Address Line 2: 12TH FLOOR

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 700663-26-13

NAME OF SUBMITTER: KYLE AUTERI

SIGNATURE: /Kyle Auteri/

DATE SIGNED: 10/13/2016

Total Attachments: 16

source=New York Law Patent and Trademark Security Agreement - Telit Automotive Solutions NV (13.10.2016)#page1.tif

source=New York Law Patent and Trademark Security Agreement - Telit Automotive Solutions NV (13.10.2016)#page2.tif

source=New York Law Patent and Trademark Security Agreement - Telit Automotive Solutions NV (13.10.2016)#page3.tif

source=New York Law Patent and Trademark Security Agreement - Telit Automotive Solutions NV (13.10.2016)#page4.tif

source=New York Law Patent and Trademark Security Agreement - Telit Automotive Solutions NV (13.10.2016)#page5.tif

source=New York Law Patent and Trademark Security Agreement - Telit Automotive Solutions NV (13.10.2016)#page6.tif

source=New York Law Patent and Trademark Security Agreement - Telit Automotive Solutions NV (13.10.2016)#page7.tif

source=New York Law Patent and Trademark Security Agreement - Telit Automotive Solutions NV (13.10.2016)#page8.tif

source=New York Law Patent and Trademark Security Agreement - Telit Automotive Solutions NV (13.10.2016)#page9.tif

source=New York Law Patent and Trademark Security Agreement - Telit Automotive Solutions NV (13.10.2016)#page10.tif

source=New York Law Patent and Trademark Security Agreement - Telit Automotive Solutions NV (13.10.2016)#page11.tif

source=New York Law Patent and Trademark Security Agreement - Telit Automotive Solutions NV (13.10.2016)#page12.tif

source=New York Law Patent and Trademark Security Agreement - Telit Automotive Solutions NV (13.10.2016)#page13.tif

source=New York Law Patent and Trademark Security Agreement - Telit Automotive Solutions NV
(13.10.2016)#page14.tif

source=New York Law Patent and Trademark Security Agreement - Telit Automotive Solutions NV
(13.10.2016)#page15.tif

source=New York Law Patent and Trademark Security Agreement - Telit Automotive Solutions NV
(13.10.2016)#page16.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of ~~OCTOBER 13~~, 2016, is made between Telit Automotive Solutions NV, a Belgian public limited company (the "Grantor"), and HSBC Bank plc, in its capacity as security agent for the Secured Parties referred to in the Facility Agreement (acting pursuant to the provisions of, and with the benefit of the protections contained in, the Intercreditor Agreement defined below) (in such capacity, the "Security Agent").

Telit Communications PLC, a company incorporated in England and Wales with registered number 05300693 (the "Company"), certain subsidiaries of the Company named therein as original guarantors, HSBC Bank plc, as the lender (the "Lender"), the financial institutions named therein as ancillary lenders, and the Security Agent are parties to a Facility Agreement dated on or around the date of this Agreement (as amended, modified, renewed or extended from time to time, the "Facility Agreement").

In accordance with the terms of the Facility Agreement and pursuant to the Ancillary Documents, the Ancillary Lenders undertook to make available certain ancillary facilities to the Company and other members of the Group.

The BH Lender has extended credit to certain subsidiaries of the Company pursuant to the terms and conditions of the BH Facility Agreement which credit is guaranteed by the Company.

It is a requirement of, amongst other things, the Facility Agreement that the Grantor enter into this Agreement and grant to the Security Agent, for itself and for the ratable benefit of the other Secured Parties, the security interests hereinafter provided to secure the Secured Obligations described below.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Intercreditor Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Intercreditor Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Bankruptcy Code" means the U.S. Federal Bankruptcy Reform Act of 1978, as amended (11 U.S.C. §101, *et seq.*).

"Collateral" has the meaning set forth in Section 2.

"Debtor Relief Laws" means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

"Declared Default" means an Event of Default in respect of which notice has been served by the Lender in accordance with Clause 26.18 (*Acceleration*) of the Facility Agreement, or by an Ancillary Lender under the equivalent provision under any Ancillary Document or by the BH Lender under the equivalent provision in the BH Facility Agreement.

"Insolvency Proceeding" means, with respect to any Person, (a) any case, action or proceeding with respect to such Person before any court or other governmental agency or authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (b) any general assignment for the benefit of creditors, composition, marshalling of assets for creditors, or other, similar arrangement in respect of its creditors generally or any substantial portion of its creditors; in either case undertaken under Debtor Relief Laws.

"Intercreditor Agreement" means the Intercreditor Agreement dated on or around the date of this Agreement and made between the (1) HSBC Bank plc as HSBC Creditor Representative, (2) the financial institutions listed therein as HSBC Lenders, (3) Bank Hapoalim, B.M. as BH Lender, (4) the financial institutions listed therein as Original Hedge Counterparties (5) Telit Communications plc as Company, (6) the companies listed therein as Intra-Group Lenders, (7) the subsidiaries of the Company listed therein as Original Debtors (together with the Company the Original Debtors and (8) the Security Agent.

"Lien" means any mortgage, deed of trust, pledge, security interest, assignment, deposit arrangement, charge or encumbrance, lien, or other type of preferential arrangement.

"Permitted Liens" means (i) the Liens permitted by Clause 25.12.3 (*Negative Pledge*) of the Facility Agreement; (ii) Liens for U.S. taxes not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained by the applicable Grantor; (iii) Liens arising from precautionary Uniform Commercial Code filings in the United States in respect of operating leases; and (iv) Liens arising in the ordinary course of business by virtue of any contractual, statutory or common law provision relating to banker's Liens, rights of set-off or similar rights and remedies covering deposit or securities accounts (including funds or other assets credited thereto) or other funds maintained with a depository institution or securities intermediary.

"Person" means an individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, governmental agency or authority, or any other entity of whatever nature.

"Secured Obligations" means all the Liabilities of the Grantor and all other present and future liabilities and obligations at any time due, owing or incurred by the Grantor to any Secured Party under the Secured Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (and including without any limitation any Parallel Debt), including interest that accrues after the commencement by or against the Grantor of any Insolvency Proceeding naming such Person as the debtor in such proceeding, but excluding the excluded swap obligations referred to in Clause 21.13 (*US Guarantors*) of the Facility Agreement.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York.

"USPTO" means the United States Patent and Trademark Office.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires: (i) the words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective

word appears; (ii) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; (iii) any table of contents, captions and headings are for convenience of reference only and shall not affect the construction of this Agreement; (iv) the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; (v) the principles of interpretation set out in clauses 1.2 (*Construction*) and 1.3 (*Third Party Rights*) of the Intercreditor Agreement shall apply to this Agreement insofar as they are relevant to it; and (vi) unless the context otherwise requires, a reference to a "Secured Finance Document" or any other agreement or instrument is a reference to that Secured Finance Document or other agreement or instrument as amended, novated, supplemented, restated or replaced (however fundamentally) and includes any increase in, extension of, or change to, any facility made available under that Secured Finance Document or other agreement or instrument.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants, assigns, and conveys to the Security Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Security Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Secured Finance Documents.

SECTION 3 Representations. The Grantor represents and warrants to each Secured Party that:

(a) Jurisdiction of Organization and Name. The Grantor's jurisdiction of organization and organizational identification number (if any) are set forth in Schedule C; and the Grantor's exact legal name is as set forth in the signature pages of this Agreement.

(b) Collateral. The Grantor has rights in or the power to transfer the Collateral, and the Grantor is the sole and complete owner of the Collateral (or, in the case of after-acquired Collateral, at the time the Grantor acquires rights in such Collateral, will be the sole and complete owner thereof), free from any Lien other than Permitted Liens. As of the date of this Agreement, the Grantor does not own any Collateral which is registered or is the subject of an application for registration with the PTO, as applicable, except as set forth in Schedule A and B hereto.

SECTION 4 Authorization to Supplement. If the Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Security Agent with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting the Grantor's obligation under this Section 4, the Grantor authorizes the Security Agent to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from the Security Agent's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 5 Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Security Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Security Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the USPTO and/or any applicable state office. Without limiting the foregoing, (i) Grantor hereby authorizes Security Agent to file at any time and from time to time any financing statements describing the Collateral, all amendments to financing statements, assignments, continuation financing statements, termination statements and other documents and instruments, in form and substance satisfactory to Security Agent, as Security Agent may require, to perfect and continue perfected, maintain the priority of or provide notice of the security interest of Security Agent in the Collateral and to accomplish the purposes of this Agreement, and (ii) Grantor ratifies and authorizes the filing by Security Agent of any financing statements filed prior to the date hereof. The Security Agent may record this Agreement, an abstract thereof, or any other document describing the Security Agent's interest in the Collateral with the USPTO, including any modification hereof as provided above, at the expense of the Grantor.

SECTION 6 Authorization: Security Agent Appointed Attorney-in-Fact. Security Agent shall have the right to, in the name of Grantor, or in the name of Security Agent or otherwise, and Grantor hereby constitutes and appoints Security Agent (and any of Security Agent's officers or employees or agents designated by Security Agent) as Grantor's true and lawful attorney-in-fact, with full power and authority, and hereby authorizes Security Agent to sign and file in the name of Grantor any financing statement or

other instrument and any modification, supplement or amendment to this Agreement, and to sign the name of Grantor on all or any of such documents or instruments and perform all other acts that Security Agent deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Security Agent's security interest in, the Collateral and to accomplish the purposes of this Agreement, including after the occurrence and during the continuance of any Event of Default, (i) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Collateral, (ii) to assert or retain any rights under any license agreement for any of the Collateral, and (iii) to execute any and all applications, documents, papers and instruments for Security Agent to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Secured Obligations have not been paid and performed in full. Grantor hereby ratifies, to the extent permitted by law, all that Security Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 6.

SECTION 7 Security Agent.

(a) No Duty. Notwithstanding any provision contained in this Agreement, the Security Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Grantor or any other Person for any failure to do so or delay in doing so. The Security Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

(b) No Obligations. The Security Agent is not obligated to do any of the following in respect of any Collateral:

- (i) perform any obligation of the Grantor;
- (ii) make any payment;
- (iii) make any enquiry as to the nature or sufficiency of any payment received by it or the Grantor;
- (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it or the Grantor may be entitled; or
- (v) exercise any rights to which it or the Grantor may be entitled.

(c) Acknowledgement. The Grantor acknowledges that the Security Agent enters into this Agreement for itself and as security agent for the Secured Parties who shall be entitled to the full benefit of this Agreement. The Grantor acknowledges that the Security Agent as a party to this Agreement is acting pursuant to the provisions of, and with the benefit of the protections contained in, the Intercreditor Agreement.

SECTION 8 Remedies.

(a) Upon the occurrence of any Declared Default, the Security Agent shall have, in addition to all other rights and remedies granted to it in this Agreement, the Facility Agreement or any other Secured Finance Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the foregoing, Grantor agrees that Security Agent may use or transfer any of Grantor's rights and interests in any Collateral, by license, by sublicense (to the extent permitted

by an applicable license) or otherwise, on such conditions and in such manner as Security Agent may determine.

(b) In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Security Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Security Agent deems necessary or advisable, in the name of Grantor or Security Agent, to enforce or protect any Collateral, and any license thereunder, in which event Grantor shall, at the request of Security Agent, do any and all lawful acts and execute any and all documents required by Security Agent in aid of such enforcement.

(c) For the purpose of enabling Security Agent to exercise its rights and remedies under this Section 8 or otherwise in connection with this Agreement, Grantor hereby grants to Security Agent an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to Grantor) to use, license or sublicense any Collateral.

(d) The cash proceeds actually received from the sale or other disposition or collection of the Grantor's Collateral, and any other amounts received in respect of such Collateral shall be applied in accordance with the Intercreditor Agreement. Any surplus thereof which exists after payment and performance in full of the Secured Obligations shall be promptly paid over to the Grantor or otherwise disposed of in accordance with the UCC or other applicable law. The Grantor shall remain liable to the Security Agent and the other Secured Parties for any deficiency which exists after any sale or other disposition or collection of Collateral.

SECTION 9 Notices. All notices or other communications hereunder shall be given in the manner specified in the Intercreditor Agreement and to the addresses specified in the Intercreditor Agreement or the Facility Agreement, as applicable. All such notices and communications shall be effective as set forth in Clause 22.5 (*Delivery*) of the Intercreditor Agreement.

SECTION 10 Costs and Expenses. Subject to and as limited by the terms and conditions of Clause 20 (*Costs and Expenses*) of the Facility Agreement, the Grantor agrees to pay, within three Business Days of demand, all costs and expenses of Security Agent and the other Secured Parties, including the fees and disbursements of counsel, incurred or made in connection with the enforcement or attempted enforcement of, and preservation of any rights or interests under, this Agreement, any out-of-court workout or other refinancing or restructuring or in any bankruptcy case, and the protection, sale or collection of, or other realization upon, any of the Collateral.

SECTION 11 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Security Agent, the other Secured Parties and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 12 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

SECTION 13 Submission to Jurisdiction. Grantor hereby (i) submits to the non-exclusive jurisdiction of the courts of the State of New York and of the Federal courts of the United States sitting in the Southern District of New York for the purpose of any action or proceeding arising out of or relating to

this Agreement, (ii) agrees that all claims in respect of any such action or proceeding may be heard and determined in such courts, (iii) irrevocably waives (to the extent permitted by applicable law) any objection which it now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum, and (iv) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner permitted by law. Nothing in this Section 13 shall limit the right of Security Agent to bring any action or proceeding against Grantor or its property in the courts of other jurisdictions.

SECTION 14 Waiver of Jury Trial. GRANTOR, SECURITY AGENT AND EACH OTHER SECURED PARTY (BY ITS ACCEPTANCE HEREOF) EACH HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER SECURED FINANCE DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY)

SECTION 15 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Secured Finance Documents.

SECTION 16 No Waiver; Cumulative Remedies. No failure on the part of Security Agent or any other Secured Party to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to Security Agent or any other Secured Party.

SECTION 17 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 18 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 19 Contractual Recognition of EU Bail-In Legislation. Clause 42 (*Bail-In Clause*) of the Facility Agreement (together with any related definitions used therein and rules of interpretation contained therein) is hereby incorporated herein by reference as if set forth in full herein with appropriate substitutions, *mutatis mutandis*. Without limiting the generality of the foregoing, all references to "the Finance Documents" and "any Finance Document" therein shall be deemed to be references to this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

THE GRANTOR

TELIT AUTOMOTIVE SOLUTIONS NV

Eran Edri
Group CFO

Name: _____

Title: Special attorney

Address:
Interleuvenlaan 80
3001 Heverlee
Belgium

THE SECURITY AGENT

HSBC BANK PLC

By _____

Name: _____

Title: _____

Address:
Level 28, 8 Canada Square
London, E14 5HQ, United Kingdom
Attention: CTLA Trustee Services Administration
Fax: + 44 (0) 207 991 4350

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

THE GRANTOR

TELIT AUTOMOTIVE SOLUTIONS NV

Name: _____

Title: Special attorney

Address:
Interleuvenlaan 80
3001 Heverlee
Belgium

THE SECURITY AGENT

HSBC BANK PLC

By  _____

Name: Andrea Stevenson

Title: Authorised Signatory

Address:
Level 28, 8 Canada Square
London, E14 5HQ, United Kingdom
Attention: CTLA Trustee Services Administration
Fax: + 44 (0) 207 991 4350

SCHEDULE A
to the Patent and Trademark Security Agreement
TELIT AUTOMOTIVE SOLUTIONS NV
U.S. Patents and Patent Applications of the Grantor

Docket No.	Owner	Description	Application Number	Application Date	Registration No.	Registration Date	Status
P-77874-US	Telit Automotive Solutions NV	MAGNETIC FIELD SENSOR CIRCUIT	12/516,173	22-May-09	7,818,890	26-Oct-10	Grant.
P-77877-US	Telit Automotive Solutions NV	ROAD TOLL SYSTEM LINKING ON BOARD UNIT WITH VEHICLE	12/597,146	22-Oct-09	9,401,052	26-Jul-16	Grant.
P-77877-US1	Telit Automotive Solutions NV	ROAD TOLL SYSTEM LINKING ON BOARD UNIT WITH VEHICLE	15/185,385	17-Jun-16	N/A	N/A	Pend.
P-77879-US	Telit Automotive Solutions NV	PROCESSING OF SATELLITE POSITIONING SYSTEM SIGNALS	12/738,189	15-Apr-10	8,184,045	22-May-12	Grant.
P-77880-US1	Telit Automotive Solutions NV	PROCESSING OF SATELLITE NAVIGATION SYSTEM SIGNALS AND RELATED RECEIVE-SIGNAL VERIFICATION	14/748,700	24-Jun-15	N/A	N/A	Pend.

A-1

ny-1248729

Docket No.	Owner	Description	Application Number	Application Date	Registration No.	Registration Date	Status
P-77881-US	Telit Automotive Solutions NV	ROAD TOLL SYSTEM	12/665,360	22-Dec-09	N/A	N/A	Published
P-77882-US1	Telit Automotive Solutions NV	VERIFICATION OF PROCESS INTEGRITY	15/203,669	6-Jul-16	N/A	N/A	Pend.
P-77883-US	Telit Automotive Solutions NV	LOCATION-BASED SERVICES	13/059,402	16-Feb-11	N/A	N/A	Published
P-77884-US	Telit Automotive Solutions NV	INTEGRATION OF POSITION AND ROAD CHARGING DATA	13/383,716	12-Jan-12	9,159,171	13-Oct-15	Grant.
P-77885-US1	Telit Automotive Solutions NV	SYSTEM AND METHOD FOR VERIFYING WHETHER A VEHICLE IS EQUIPPED WITH A FUNCTIONAL ON-BOARD UNIT	14/925,055	28-Oct-15	N/A	N/A	Pend.
P-77886-US	Telit Automotive Solutions NV	SMART ROAD-TOLL-SYSTEM	12/958,192	1-Dec-10	8,285,731	9-Oct-12	Grant.
P-77887-US	Telit Automotive Solutions NV	ROAD TOLL SYSTEM AND METHOD	13/414,350	7-Mar-12	N/A	N/A	Published
P-77889-US	Telit Automotive Solutions NV	CONTEXTUAL DATA COMPRESSION FOR GEO-TRACKING APPLICATIONS	13/782,712	1-Mar-13	9,235,591	12-Jan-16	Grant.

A-2

ny-1248729

Docket No.	Owner	Description	Application Number	Application Date	Registration No.	Registration Date	Status
P-77890-US	Telit Automotive Solutions NV	METHOD FOR HANDLING POSITION DATA IN A MOBILE EQUIPMENT, AND A MOBILE EQUIPMENT HAVING IMPROVED POSITION DATA HANDLING CAPABILITIES	10/517,538	10-Dec-04	9,008,692	14-Apr-15	Grant.
P-77890-US1	Telit Automotive Solutions NV	METHOD FOR HANDLING POSITION DATA IN A MOBILE EQUIPMENT, AND A MOBILE EQUIPMENT HAVING IMPROVED POSITION DATA HANDLING CAPABILITIES	14/659,041	16-Mar-15	N/A	N/A	Published
P-77891-US	Telit Automotive Solutions NV	ANTI THEFT ELECTRONIC APPARATUS	12/597,148	22-Oct-09	8,665,093	4-Mar-14	Grant.
P-77892-US	Telit Automotive Solutions NV	DATA PROCESSING APPARATUS	13/510,890	18-May-12	9,015,497	21-Apr-15	Grant.
P-77892-US1	Telit Automotive Solutions NV	DATA PROCESSING APPARATUS	14/665,802	23-Mar-15	9,355,504	31-May-16	Grant.
P-77892-US2	Telit Automotive Solutions NV	DATA PROCESSING APPARATUS	15/166,460	27-May-16	N/A	N/A	Pend.

A-3

ny-1248729

Docket No.	Owner	Description	Application Number	Application Date	Registration No.	Registration Date	Status
P-77893-US	Telit Automotive Solutions NV	MOBILE DEVICE COMPRISING A GPS RECEIVER	12/307,428	5-Jan-09	7,956,801	7-Jun-11	Grant.
P-77894-US	Telit Automotive Solutions NV	METHOD OF DETERMINING A GPS POSITION FIX AND A GPS RECEIVER FOR THE SAME	10/555,391	2-Nov-05	8,560,233	15-Oct-13	Grant.
P-77895-US	Telit Automotive Solutions NV	GPS RECEIVER AND MOBILE UNIT INCORPORATING THE SAME	09/790,454	22-Feb-01	6,590,525	8-Jul-03	Grant.
P-80142-USP	Telit Automotive Solutions NV	METHOD AND SYSTEM FOR DUAL-NETWORK AUTHENTICATION OF A COMMUNICATION DEVICE COMMUNICATING WITH A SERVER	62/360,826	11-Jul-16	N/A	N/A	Pend.

A-4

ny-1248729

SCHEDULE B
to the Patent and Trademark Security Agreement

TELIT AUTOMOTIVE SOLUTIONS NV

U.S. Trademarks of the Grantor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
-----------------------------	------------------------------	--------------------	-----------------------------	-------------

None

B-1

ny-1248729

Pending U.S. Trademark Applications of the Grantor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
None			

B-2

ny-1248729

SCHEDULE C
to the Patent and Trademark Security Agreement

TELIT AUTOMOTIVE SOLUTIONS NV

Jurisdiction of Organization and Organizational Identification Number

Jurisdiction of Organization	Organizational Number
Belgium	VAT BE 546.733.570 <i>RPR/RPM</i> Leuven (division Leuven)