PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5185925

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
XPLORE TECHNOLOGIES CORPORATION OF AMERICA	10/11/2018

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
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Internal Address:	MAIL CODE NY1-C413, 4CMC
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11245-0001

PROPERTY NUMBERS Total: 34

Property Type	Number
Patent Number:	8152071
Patent Number:	7821782
Patent Number:	7236356
Patent Number:	6882524
Patent Number:	6856506
Patent Number:	6914197
Patent Number:	8971049
Patent Number:	8600084
Patent Number:	8542834
Patent Number:	8502800
Patent Number:	7164933
Patent Number:	8374660
Patent Number:	8104165
Patent Number:	8347486
Patent Number:	7646379
Patent Number:	8345023
Patent Number:	8254992
Patent Number:	7770407
Patent Number:	8146378

PATENT REEL: 047148 FRAME: 0495

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Property Type	Number
Patent Number:	8138978
Patent Number:	7969730
Patent Number:	8077032
Patent Number:	7941231
Patent Number:	7817805
Patent Number:	7742290
Patent Number:	7369879
Patent Number:	7725132
Patent Number:	7620244
Patent Number:	7434076
Patent Number:	7428143
Patent Number:	D506195
Patent Number:	9429992
Patent Number:	9613193
Patent Number:	9723709

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	1003252 PT XTCA
NAME OF SUBMITTER:	THERESA VOLANO
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	10/12/2018

Total Attachments: 8

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PATENT SECURITY AGREEMENT

October 11, 2018

WHEREAS, Xplore Technologies Corporation of America, a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below);

WHEREAS, the Grantor is party to a Security Agreement dated as of October 27, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors party thereto and JPMorgan Chase Bank, N.A., as the Collateral Agent for the Secured Parties (in such capacity, the "Collateral Agent") pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement (the "Agreement").

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

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Patent Collateral"), other than Excluded Property:

- (i) all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof and rights, title and interests in patents and patent applications under any domestic law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto);
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral 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 any of the foregoing Patent Collateral; and
- (iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated

by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.

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

XPLORE TECHNOLOGIES CORPORATION OF AMERICA

Name: Michael Cho

Title: President

[Signature Page to Patent Security Agreement] PATENT

REEL: 047148 FRAME: 0499

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,

as the Collateral Agent

By:

Name/ Title:

Daglas P Panchal Executive Director

[Signature Page to Patent Security Agreement]

PATENT

REEL: 047148 FRAME: 0500

SCHEDULE A TO GRANT OF PATENT SECURITY AGREEMENT

Title	Application No./ Filing Date	Patent No./ Issue Date
Multi-purpose portable computer with integrated devices	12/028411 08-Feb-2008	8152071 10-Apr-2012
Ergonomic solvent resistant portable computer	12/028458 08-Feb-2008	7821782 26-Oct-2010
External battery pack	10/691035 22-Oct-2003	7236356 26-Jun-2007
Combined modular keyboard and tablet PC protective cover	10/423284 25-Apr-2003	6882524 19-Apr-2005
Tablet computing device with three-dimensional docking support	10/175581 19-Jun-2002	6856506 15-Feb-2005
Flexible circuit board for tablet computing device	10/756926 1 4 -Jan-2004	6914197 05-Jul-2005
Portable electronic device having integrated peripheral expansion module	13/531168 22-Jun-2012	8971049 03-Mar-2015
Methods and systems for altering the speaker orientation of a portable system	10/984334 09-Nov-2004	8600084 13-Nov-2013
System and method for securely pairing a wireless peripheral to a host	11/836303 09-Aug-2007	8542834 24-Sep-2013
Method for improving sensitivity of capacitive touch sensors in an electronic device	12/276657 24-Nov-2008	8502800 06-Aug-2013
Apparatus and method for reducing the electromagnetic interference between two or more antennas coupled to a wireless communication device	10/791082 02-Mar-2004	7164933 16-Jan-2007

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Title	Application No./ Filing Date	Patent No./ Issue Date
Apparatus and method for reducing the electromagnetic interference between two or more antennas coupled to a wireless communication device	11/619668 04-Jan-2007	8374660 12-Apr-2013
Method of forming an apparatus used for reducing electromagnetic interference	10/791084 02-Mar-2004	8104165 31-Jan-2012
Method of forming an apparatus used for reducing electromagnetic interference	13/334427 22-Dec-2011	8347486 08-Jan-2013
Wireless and contactless electronic input stylus having at least one button with optical scan and programmable pointer functionality	11/032369 10-Jan-2005	76 4 6379 12-Jan-2010
Wireless and contactless electronic input stylus having at least one button with optical scan and programmable pointer functionality	12/642999 21-Dec-2009	8345023 01-Jan-2013
Wireless docking system and pairing protocol for multiple dock environments	11/868702 08-Oct-2007	825 4 992 28-Aug-2012
Fuel cell having an integrated, porous thermal exchange mechanism	11/061701 18-Feb-2005	7770407 10-Jan-2010
Fuel cell having an integrated, porous thermal exchange mechanism	12/828367 01-Jul-2010	8146378 03-Apr-2012
Integrated external antenna	11/972982 11-Jan-2008	8138978 20- M ar-2012
Portable computer with thermal control and power source shield	12/634340 09-Dec-2009	7969730 28-Jun-2011

Title	Application No./ Filing Date	Patent No./ Issue Date
System and method for selectively providing security to and transmission power from a portable electronic device depending on a distance between the device and a user	11/745148 07-May-2007	8077032 13-Dec-2011
Ambient noise level sampling system for cooling an electronic device	11/964880 27-Dec-2007	7941231 10-May-2011
System and method for steering the directional response of a microphone to a moving acoustic source	11/034385 12-Jan-2005	7817805 19-Oct-2010
Portable computer with flip keyboard	11/692688 28- M ar-2007	7742290 22-Jun-2010
System for reducing the electromagnetic interference between two or more antennas coupled to a wireless communication device	10/791085 02-Mar-2004	7369879 06-May-2008
System for reducing the electromagnetic interference between two or more antennas coupled to a wireless communication device	11/762253 13-Jun-2007	7725132 25-May-2010
Methods and systems for slant compensation in handwriting and signature recognition	10/752332 06-Jan-2004	7620244 17-Nov-2009
Device and method for wireless communication selection and control	11/187377 22-Jul-2005	7434076 07-Oct-2008
Tablet computer palette with extended bezel	11/061700 18-Feb-2005	7428143 23-Sep-2008
Tablet personal computer	29/200864 05-Mar-2004	D506195 14-Jun-2005

Title	Application No./ Filing Date	Patent No./ Issue Date
Portable electronic device to a docking station with improved docking and retention features ¹	11/868654 08-Oct-2007	9429992 30-Aug-2016
Mechanism for locking a computer display and for unlocking the display when purposely used ²	13/157070 09-Jun-2011	9613193 04-Apr-2017
Method for assigning control channels ³	12/256467 22-Oct-2008	9723709 01-Aug-2017

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RECORDED: 10/12/2018

No assignment from Motion Computing, Inc. to Xplore Technologies Corporation of America specifically identifying this patent has been executed. No representations, warranties, or covenants shall apply with respect to this patent.

No assignment from Motion Computing, Inc. to Xplore Technologies Corporation of America specifically identifying this patent has been executed. No representations, warranties, or covenants shall apply with respect to this patent.

³ Other than with respect to Brad Vier, no assignment from the inventors of this patent to Motion Computing, Inc. or its affiliates has or will be filed. No representations, warranties, or covenants shall apply with respect to this patent.