

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5859454

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
GEOFORCE, INC.		12/10/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WEBSTER BANK, NATIONAL ASSOCIATION	
<b>Street Address:</b>	436 SLATER ROAD	
<b>City:</b>	NEW BRITAIN	
<b>State/Country:</b>	CONNECTICUT	
<b>Postal Code:</b>	06053	
<b>PROPERTY NUMBERS Total: 20</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	9049641	
Patent Number:	9082102	
Patent Number:	9225383	
Patent Number:	8237575	
Patent Number:	8599028	
Patent Number:	9916555	
Patent Number:	9713116	
Patent Number:	10382897	
Patent Number:	8560151	
Patent Number:	8604920	
Patent Number:	8756003	
Patent Number:	9424726	
Patent Number:	9317502	
Patent Number:	9082308	
Patent Number:	9315195	
Patent Number:	9080880	
Patent Number:	9688283	
Patent Number:	9842287	
Patent Number:	10150411	
Application Number:	16394775	

PATENT

**CORRESPONDENCE DATA****Fax Number:** (704)503-2622

*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:** 7045032600**Email:** msheehan@kslaw.com**Correspondent Name:** KING & SPALDING LLP**Address Line 1:** 300 S. TRYON ST., STE 1700**Address Line 2:** ATTN: MOIRA SHEEHAN**Address Line 4:** CHARLOTTE, NORTH CAROLINA 28202

<b>ATTORNEY DOCKET NUMBER:</b>	06726.515068
<b>NAME OF SUBMITTER:</b>	MOIRA SHEEHAN
<b>SIGNATURE:</b>	/Moir Sheehan/
<b>DATE SIGNED:</b>	12/10/2019

**Total Attachments: 8**

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 10, 2019, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Webster Bank, National Association ("Webster Bank"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 10, 2019 (including all exhibits and schedules hereto, as the same may be amended, amended and restated, extended, refinanced and/or otherwise modified from time to time, the "Credit Agreement"), by and among GT Merger Sub, Inc., a Delaware corporation, immediately upon the effectiveness of the Geoforce Merger, Geoforce, Inc., a Delaware corporation (the "Borrower"), Geoforce Parent, Inc., a Delaware corporation, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (to the extent not constituting Excluded Collateral) (the "Patent Collateral");

(a) all of its United States patents and patent applications that constitute Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Patent Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Patents and IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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


GEOFORCE, INC.

as Grantor

By: James S. MacLean III  
Name: James MacLean, III  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

WEBSTER BANK, NATIONAL ASSOCIATION  
as Agent

By:   
Name: Dan Ponzio  
Title: Director

[Signature Page to Patent Security Agreement]

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Description	Registration Number	Registration Date	Owner
APPARATUS AND METHOD FOR RADIO FREQUENCY SILENCING IN OIL AND GAS OPERATIONS, EXCAVATION SITES, AND OTHER ENVIRONMENTS	9,049,641	June 2, 2015	GEOFORCE, INC.
SYSTEM AND METHOD FOR REMOTE EQUIPMENT DATA MANAGEMENT	9,082,102	July 14, 2015	GEOFORCE, INC.
SYSTEM AND METHOD FOR IMPLEMENTATION OF A DIRECT SEQUENCE SPREAD SPECTRUM TRANSMITTER	9,225,383	December 29, 2015	GEOFORCE, INC.

METHOD, APPARATUS, AND SYSTEMS FOR REMOTELY MONITORING THE LOCATION AND USAGE HISTORY OF RADIOACTIVE MATERIALS STORED WITH A SHIELDED CONTAINER OR OVERPACK	8,237,575	August 7, 2012	GEOFORCE, INC.
METHOD, APPARATUS, AND SYSTEM FOR REMOTELY MONITORING THE LOCATION AND USAGE HISTORY OF RADIOACTIVE MATERIALS STORED WITH A SHIELDED CONTAINER OR OVERPACK	8,599,028	December 3, 2013	GEOFORCE, INC.
LOCATION TRACKING WITH INTEGRATED IDENTIFICATION OF CARGO CARRIER CONTENTS AND RELATED SYSTEM AND METHOD	9,916,555	March 13, 2018	GEOFORCE, INC.
APPARATUS AND METHOD FOR RADIO FREQUENCY SILENCING IN OIL AND GAS OPERATIONS, EXCAVATION SITES AND OTHER ENVIRONMENTS	9,713,116	July 18, 2017	GEOFORCE, INC.



WIRELESS GATEWAY RELAY SYSTEM AND METHOD	10,382,897	August 13, 2019	GEOFORCE, INC.
DYNAMIC MONITORING OF MOBILE RAILWAY CAR UNDERCARRIAGE	8,560,151	October 15, 20 13	GEOFORCE, INC.
SYSTEM AND METHODS FOR VEHICLE PERFORMANCE ANALYSIS AND PRESENTATION	8,604,920	December 10, 2013	GEOFORCE, INC.
MOTION BASED MESSAGE MESSAGE DELIVERY	8,756,003	June 17, 2014	GEOFORCE, INC.
SYSTEM AND METHOD FOR GLOBAL SAFETY COMMUNICATION	9,424,726	August 23, 2016	GEOFORCE, INC.
SYSTEM AND METHOD FOR MONITORING ITEMS	9,317,502	April 19,2016	GEOFORCE, INC.
DRIVER PERFORMANCE ANALYSIS AND CONSEQUENCE	9,082,308	July 14, 2015	GEOFORCE, INC.
DRIVER, VEHICLE, AND OPERATIONAL ANALYSIS	9,315,195	April 19, 2016	GEOFORCE, INC.
MOTION BASED MESSAGE DELIVERY	9,080,880	July 14, 2015	GEOFORCE, INC.

ENHANCED DRIVER AND VEHICLE PERFORMANCE AND ANALYSIS	9,688,283	June 27, 2017	GEOFORCE, INC.
CARGO MONITORING	9,842,287	December 12, 2017	GEOFORCE, INC.
MONITORING AND NOTIFICATION OF ABERRATIONAL DRIVER BASED ON TIME-SEPARATED EVENTS	10,150,411	December 11, 2018	GEOFORCE, INC.

2. PATENT APPLICATIONS

Patent Application Number	Filing Date	Title	Owner
16/394775	April 25, 2019	WIRELESS GATEWAY RELAY SYSTEM AND METHOD	GEOFORCE, INC.