

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6336293

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
SMARTDRIVE SYSTEMS, INC.	10/01/2020

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 95

Property Type	Number
Patent Number:	10683017
Patent Number:	10684390
Patent Number:	10589750
Patent Number:	10497187
Patent Number:	10315666
Patent Number:	10482686
Patent Number:	10705523
Patent Number:	10682969
Patent Number:	10062281
Patent Number:	10102691
Patent Number:	10712362
Patent Number:	10404951
Patent Number:	10106174
Patent Number:	10249105
Patent Number:	10082790
Patent Number:	10471828
Patent Number:	10339732
Patent Number:	10360739
Patent Number:	9908535
Patent Number:	10476933

PATENT

Property Type	Number
Patent Number:	9958473
Patent Number:	10358154
Patent Number:	10081365
Patent Number:	10246104
Patent Number:	10706648
Patent Number:	9953470
Patent Number:	10053032
Patent Number:	10019858
Patent Number:	9981674
Patent Number:	9663118
Patent Number:	9823657
Patent Number:	9691195
Patent Number:	9942526
Patent Number:	9639804
Patent Number:	9786104
Patent Number:	9911253
Patent Number:	9908546
Patent Number:	9472029
Patent Number:	9679424
Patent Number:	9566910
Patent Number:	9545881
Patent Number:	9679420
Patent Number:	9402060
Patent Number:	9296401
Patent Number:	9902410
Patent Number:	9487222
Patent Number:	9226004
Patent Number:	9761067
Patent Number:	9663127
Patent Number:	9738156
Patent Number:	9594371
Patent Number:	8892310
Patent Number:	9554080
Patent Number:	9610955
Patent Number:	9501878
Patent Number:	9183679
Patent Number:	9208129
Patent Number:	8880279

Property Type	Number
Patent Number:	9728228
Patent Number:	8571755
Patent Number:	8374746
Patent Number:	9633318
Patent Number:	8239092
Patent Number:	8139820
Patent Number:	8868288
Patent Number:	8649933
Patent Number:	8989959
Patent Number:	9201842
Patent Number:	8996240
Application Number:	16531896
Application Number:	16049389
Application Number:	15969614
Application Number:	15151877
Application Number:	16899377
Application Number:	16891782
Application Number:	16891535
Application Number:	16891486
Application Number:	16818500
Application Number:	16682894
Application Number:	16676133
Application Number:	16430262
Application Number:	16426386
Application Number:	16400903
Application Number:	16400874
Application Number:	16400841
Application Number:	16400806
Application Number:	16280922
Application Number:	16279859
Application Number:	16138666
Application Number:	16058591
Application Number:	16025852
Application Number:	16025813
Application Number:	16025799
Application Number:	15727227
Application Number:	14540825

CORRESPONDENCE DATA**Fax Number:** (800)494-7512

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: 202-370-4756**Email:** ipteam@cogencyglobal.com**Correspondent Name:** JAY DASILVA**Address Line 1:** 1025 VERMONT AVE NW, SUITE 1130**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1273124 PAT 2L B
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NAME OF SUBMITTER:	THERESA VOLANO
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SIGNATURE:	/Theresa Volano/
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DATE SIGNED:	10/06/2020
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Total Attachments: 10

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SECOND LIEN PATENT SECURITY AGREEMENT

This Second Lien Patent Security Agreement, dated as of October 1, 2020 (this “**Patent Security Agreement**”), is made by each signatory hereto listed under “Pledgors” (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of Credit Suisse AG, Cayman Islands Branch, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain Second Lien Credit Agreement, dated as of October 1, 2020 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among Omnitracs, LLC, a Delaware limited liability company (the “**Borrower**”), Omnitracs Holdings, LLC, a Delaware limited liability company (“**Holdings**”), the other guarantors from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “**Patent Collateral**”):

(a) all Patents, including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect the use or ownership of any of the foregoing, (ii) inventions, discoveries, designs and improvements described and claimed therein, and (iii) reissues, reexaminations, divisions, renewals, extensions, continuations and continuations in part thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

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

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 6. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Copyright Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Copyright Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

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

PLEDGOR:

SMARTDRIVE SYSTEMS, INC.,
a Delaware corporation

By: 

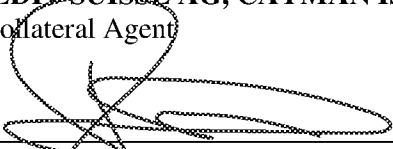
Name: John Hofmann


Title: Chief Financial Officer

[Signature Page to Second Lien Patent Security Agreement]

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Judith E. Smith
Title: Authorized Signatory

By: 
Name: Vito Cotoia
Title: Authorized Signatory

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 054236 FRAME: 0442

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

OWNER	TITLE	PATENT NUMBER
SmartDrive Systems, Inc.	Systems and methods for managing speed thresholds for vehicles	10683017
SmartDrive Systems, Inc.	Systems and methods for detecting a sitting duck scenario	10684390
SmartDrive Systems, Inc.	Vehicle exception event management systems	20190389307
SmartDrive Systems, Inc.	Autonomous vehicle operator performance tracking	10589750
SmartDrive Systems, Inc.	System and method to detect execution of driving maneuvers	10497187
SmartDrive Systems, Inc.	Autonomous vehicle operator performance tracking	10315666
SmartDrive Systems, Inc.	Systems and methods for using on-board resources of individual vehicles in a fleet of vehicles as a distributed data center	10482686
SmartDrive Systems, Inc.	Measuring operator readiness and readiness testing triggering in an autonomous vehicle	10705523
SmartDrive Systems, Inc.	Systems and methods for using a distributed data center to create map data	20190325745
SmartDrive Systems, Inc.	Power management systems for automotive video event recorders	10682969
SmartDrive Systems, Inc.	Vehicle event playback apparatus and methods	20180247471
SmartDrive Systems, Inc.	Systems and methods for using a distributed data center to create map data	10062281
SmartDrive Systems, Inc.	Systems and methods for using on-board resources of individual vehicles in a fleet of vehicles as a distributed data center	10102691
SmartDrive Systems, Inc.	Calibrating sensor unit orientation for use in a vehicle monitoring system	10712362
SmartDrive Systems, Inc.	Vehicle event recorders with integrated	10404951

OWNER	TITLE	PATENT NUMBER
	web server	
SmartDrive Systems, Inc.	Autonomous vehicle operator performance tracking	10106174
SmartDrive Systems, Inc.	System and method to detect execution of driving maneuvers	10249105
SmartDrive Systems, Inc.	Measuring operator readiness and readiness testing triggering in an autonomous vehicle	10082790
SmartDrive Systems, Inc.	Vehicle exception event management systems	10471828
SmartDrive Systems, Inc.	Vehicle operator performance history recording, scoring and reporting systems	10339732
SmartDrive Systems, Inc.	Vehicle event recording system and method	10360739
SmartDrive Systems, Inc.	Autonomous vehicle operator performance tracking	9908535
SmartDrive Systems, Inc.	Distributed vehicle event recorder systems having a portable memory data transfer system	10476933
SmartDrive Systems, Inc.	Calibrating sensor unit orientation for use in a vehicle monitoring system	9958473
SmartDrive Systems, Inc.	Rail vehicle event detection and recording system	10358154
SmartDrive Systems, Inc.	System and method to determine responsiveness of a driver of a vehicle to feedback regarding driving behaviors	10081365
SmartDrive Systems, Inc.	Vehicle fuel consumption monitor and feedback systems	10246104
SmartDrive Systems, Inc.	System and method to detect execution of driving maneuvers	10706648
SmartDrive Systems, Inc.	System and method to detect execution of driving maneuvers	9953470
SmartDrive Systems, Inc.	Power management systems for automotive video event recorders	10053032
SmartDrive Systems, Inc.	Vehicle event playback apparatus and methods	10019858
SmartDrive Systems, Inc.	System and method for aggregation display and analysis of rail vehicle event information	9981674
SmartDrive Systems, Inc.	Autonomous vehicle operator performance tracking	9663118
SmartDrive Systems, Inc.	Measuring operator readiness and readiness testing triggering in an	9823657

OWNER	TITLE	PATENT NUMBER
	autonomous vehicle	
SmartDrive Systems, Inc.	Vehicle event recorder systems and networks having integrated cellular wireless communications systems	9691195
SmartDrive Systems, Inc.	Vehicle event recorders with integrated web server	9942526
SmartDrive Systems, Inc.	Systems and methods for capturing and offloading different information based on event trigger type	20170330397
SmartDrive Systems, Inc.	System and method to determine responsiveness of a driver of a vehicle to feedback regarding driving behaviors	9639804
SmartDrive Systems, Inc.	Systems and method to trigger vehicle events based on contextual information	9786104
SmartDrive Systems, Inc.	Memory management in event recording systems	9911253
SmartDrive Systems, Inc.	Rail vehicle event triggering system and method	9908546
SmartDrive Systems, Inc.	Vehicle event recorder systems and networks having integrated cellular wireless communications systems	9472029
SmartDrive Systems, Inc.	Distributed vehicle event recorder systems having a portable memory data transfer system	9679424
SmartDrive Systems, Inc.	Vehicle event recorder systems and networks having integrated cellular wireless communications systems	9566910
SmartDrive Systems, Inc.	Vehicle event recorder systems and networks having integrated cellular wireless communications systems	9545881
SmartDrive Systems, Inc.	Vehicle event recording system and method	9679420
SmartDrive Systems, Inc.	Vehicle event recorders with integrated web server	9402060
SmartDrive Systems, Inc.	Rail vehicle event triggering system method	9296401
SmartDrive Systems, Inc.	System and method for synthesizing rail vehicle event information	9902410
SmartDrive Systems, Inc.	System and method for aggregation display and analysis of rail vehicle event information	9487222
SmartDrive Systems, Inc.	Memory management in event recording systems	9226004
SmartDrive Systems, Inc.	Vehicle operator performance history	9761067

OWNER	TITLE	PATENT NUMBER
	recording, scoring and reporting systems	
SmartDrive Systems, Inc.	Rail vehicle event detection and recording system	9663127
SmartDrive Systems, Inc.	Vehicle exception event management systems	9738156
SmartDrive Systems, Inc.	System and method to detect execution of driving maneuvers	9594371
SmartDrive Systems, Inc.	System and method to detect execution of driving maneuvers	8892310
SmartDrive Systems, Inc.	Power management systems for automotive video event recorders	9554080
SmartDrive Systems, Inc.	Vehicle fuel consumption monitor and feedback systems	9610955
SmartDrive Systems, Inc.	Vehicle event playback apparatus and methods	9501878
SmartDrive Systems, Inc.	Distributed vehicle event recorder systems having a portable memory data transfer system	9183679
SmartDrive Systems, Inc.	Vehicle event recorder systems and networks having integrated cellular wireless communications systems	9208129
SmartDrive Systems, Inc.	Memory management in event recording systems	8880279
SmartDrive Systems, Inc.	Vehicle event playback apparatus and methods	9728228
SmartDrive Systems, Inc.	Distributed vehicle event recorder systems having a portable memory data transfer system	8571755
SmartDrive Systems, Inc.	Memory management in event recording systems	8374746
SmartDrive Systems, Inc.	Vehicle event recorder systems	9633318
SmartDrive Systems, Inc.	Distributed vehicle event recorder systems having a portable memory data transfer system	8239092
SmartDrive Systems, Inc.	Discretization facilities for vehicle event data recorders	8139820
SmartDrive Systems, Inc.	Vehicle exception event management systems	8868288
SmartDrive Systems, Inc.	Power management systems for automotive video event recorders	8649933
SmartDrive Systems, Inc.	Vehicle operator performance history recording, scoring and reporting systems	8989959
SmartDrive Systems, Inc.	Vehicle event recorder systems and	9201842

OWNER	TITLE	PATENT NUMBER
	networks having integrated cellular wireless communications systems	
SmartDrive Systems, Inc.	Vehicle event recorders with integrated web server	8996240
SmartDrive Systems, Inc.	Vehicle event recorder systems	20070136078

United States Patent Applications:

OWNER	TITLE	APPLICATION NUMBER
SmartDrive Systems, Inc.	[Unpublished]	16899377
SmartDrive Systems, Inc.	[Unpublished]	16891782
SmartDrive Systems, Inc.	[Unpublished]	16891535
SmartDrive Systems, Inc.	[Unpublished]	16891486
SmartDrive Systems, Inc.	Autonomous vehicle operator performance tracking	16818500
SmartDrive Systems, Inc.	System and method to detect execution of driving maneuvers	16682894
SmartDrive Systems, Inc.	Systems and methods for using on-board resources of individual vehicles in a fleet of vehicles as a distributed data center	16676133
SmartDrive Systems, Inc.	Lane-specific recommendations	16430262
SmartDrive Systems, Inc.	Vehicle event recording system and method	16426386
SmartDrive Systems, Inc.	Systems and methods for using risk profiles for creating and deploying new vehic...	16400903
SmartDrive Systems, Inc.	Systems and methods for using risk profiles based on previously detected vehicle...	16400874
SmartDrive Systems, Inc.	Systems and methods for creating and using risk profiles for fleet management of...	16400841
SmartDrive Systems, Inc.	Systems and methods for verifying whether vehicle operators are paying attention	16400806
SmartDrive Systems, Inc.	Vehicle fuel consumption monitor and feedback systems	16280922
SmartDrive Systems, Inc.	Systems and methods for determining and using posted speed limits for vehicles	16279859
SmartDrive Systems, Inc.	System and method to determine responsiveness of a driver of a vehicle to feedback regarding driving	16138666

	behaviors	
SmartDrive Systems, Inc.	Systems and methods for querying fleet information stored in a distributed data	16058591
SmartDrive Systems, Inc.	Systems and methods for generating data describing physical surroundings of a ve...	16025852
SmartDrive Systems, Inc.	Systems and methods for generating and providing timely vehicle event informatio...	16025813
SmartDrive Systems, Inc.	Systems and methods for comparing driving performance for simulated driving	16025799
SmartDrive Systems, Inc.	Systems and method to trigger vehicle events based on contextual information	15727227
SmartDrive Systems, Inc.	System and method for detecting a vehicle event and generating review criteria	14540825