TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318880

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INRIX, INC.		09/30/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ORIX VENTURES, LLC
Street Address:	1717 MAIN STREET, SUITE 1100
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85169712	XD
Serial Number:	85169691	XD
Serial Number:	85147842	XD
Serial Number:	85147827	XD
Serial Number:	85169720	XD
Serial Number:	85147856	XD
Serial Number:	78804878	INRIX

CORRESPONDENCE DATA

Fax Number: 2149326499

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: 214-932-6400
Email: sshernandez@mcguirewoods.com
Correspondent Name: NAM H. HUYNH
Address Line 1:   2000 MCKINNEY AVENUE, SUITE 1400
Address Line 4:   DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	2067493-0002
NAME OF SUBMITTER:	Nam H. Huynh
SIGNATURE:	/Nam H. Huynh/
DATE SIGNED:	10/02/2014

OP $190.00 85169712

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 30, 2014 (the "Effective Date") by and between ORIX VENTURES, LLC, a Delaware limited liability company ("Lender"), and INRIX, INC., a Delaware corporation ("Grantor").

RECITALS

A.   Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of its Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B.   Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1.   To further evidence the security interest granted under the Loan Agreement, Grantor grants and pledges to Lender a first priority security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2.   Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by Grantor.

3.   Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Lender with at least 5 days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Lender identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4.   This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or

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hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

     5.   This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor shall be governed by, and construed in accordance with the internal laws of the State of New York without regard to conflict of laws principles, provided that Lender shall retain all rights arising under Federal law.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor: INRIX, INC.

10210 NE Points Drive, Suite 400
Kirkland, WA 98033

By: _____

Attn: _____   Name: Saul Gates

Title: Chief Financial Officer

LENDER:

Address of Lender: ORIX VENTURES, LLC

1717 Main Street, Suite 1100   By: _____
Dallas, TX 75201
                                                          Name: Jeff Bede
Attn: General Counsel
                                                          Title: Managing Director

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

INRIX, INC.

10210 NE Points Drive, Suite 400
Kirkland, WA 98033

By: _____
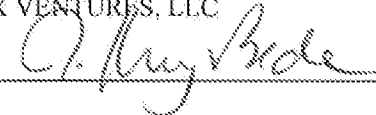
Attn: _____

Name: Saul Gates

Title: Chief Financial Officer

LENDER:

Address of Lender:

ORIX VENTURES, LLC

1717 Main Street, Suite 1100
Dallas, TX 75201

By: _____

Attn: General Counsel

Name: Jeff Bede

Title: Managing Director

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SCHEDULE A

Copyrights

Description	Registration Number	Registration Date
None.		

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Patents

Description	Patent/App. No.	File Date
Identifying unrepresentative road traffic condition data obtained from mobile data sources	11431980	5/11/06
Assessing road traffic speed using data obtained from mobile data sources	11432603	5/11/06
Filtering road traffic condition data obtained from mobile data sources	11444998	5/31/06
Displaying road traffic condition information and user controls	11556670	11/3/06
Rectifying erroneous road traffic sensor data	7706965	4/27/10
Dynamic time series prediction of future traffic conditions	7813870	10/12/10
Assessing road traffic flow conditions using data obtained from mobile data sources	7831380	11/9/10
Detecting anomalous road traffic conditions	7899611	3/1/11
Representative road traffic flow information based on historical data	7908076	3/15/11
Obtaining road traffic condition data from mobile data sources	7912627	3/22/11
Determining road traffic conditions using data from multiple data sources	7912628	3/22/11
Determining road traffic conditions using data from multiple data sources	13052953	3/21/11
Obtaining road traffic condition data from mobile data sources	13026106	2/11/11
Detecting anomalous road traffic conditions	13007520	1/14/11
Dynamic time series prediction of future traffic conditions	12897621	10/4/10
Displaying road traffic condition information and user controls	12856423	8/13/10
Assessing road traffic flow conditions using data obtained from mobile data sources	12901416	10/8/10
Displaying road traffic condition information and user controls	12687835	1/14/10
Representative road traffic flow information based on historical data	8700294	4/15/14
Learning road feature delay times based on aggregate driver behavior	13046650	3/11/11
Learning road navigation paths based on aggregate diver behavior	8738285	5/27/14
Predicting expected road traffic conditions based on historical and current data	12765742	4/22/10
Dynamic prediction of road traffic conditions	8700296	4/15/14
Parking based route navigation	8589065	11/19/13
Parking resource management	13443354	4/10/12
Accessing inter-modal passenger travel options	13587798	8/16/12
Detecting anomalous road traffic conditions	8682571	3/25/14
Determining road traffic conditions using multiple data samples	8483940	7/9/13
Traffic forecasting	8437948	5/7/13
Dynamic time series predicting of traffic conditions	8275540	9/25/12
Targeted advertisement for travel region demographics	13843904	3/15/13
Telemetry-based vehicle policy enforcement	13843676	3/15/13
Window-oriented displays for travel user interfaces	13839654	3/15/13
Traffic causality	13839039	3/15/13
Event-based traffic routing	13838685	3/15/13
Incentive-based traffic management	13763433	2/08/13

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Detecting unrepresentative road traffic condition data	14170127	1/31/14
Assessing road traffic speed using data from multiple data sources	14170179	1/31/14
Authorization of service using vehicle information and/or user information	13626355	9/25/12
Predictive parking	13591665	8/22/12
Organization of search results based upon availability of respective providers comprised therein	13407841	2/29/12
Fuel consumption calculations and warnings	13407828	2/29/12
User-assisted identification of location conditions	13302640	11/22/11
Filtering road traffic condition data obtained from mobile data sources	13194822	7/29/11

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Trademarks

Description	Serial/Registration No.	File Date
XD	85169712	11/4/10
XD	85169691	11/4/10
XD	85147842	10/7/10
XD	85147827	10/7/10
XD	85169720	11/4/10
XD	85147856	10/7/10
INRIX	78804878	2/1/06

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