

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zonar Systems, Inc.		10/23/2014	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	333 South Hope Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2864306	EVIR	
Registration Number:	4422411	2020	
Registration Number:	4157846	GROUND TRAFFIC CONTROL	
Serial Number:	85456451	ROADTRIP	
Registration Number:	4409505	ZING	
Registration Number:	4534083	ZLOGS	
Registration Number:	2916916	ZONAR	
Registration Number:	2806218	ZONAR SYSTEMS	
Serial Number:	85298949	ZPASS	
Serial Number:	85440825	ZPASS+	
Serial Number:	85440804	ZPASS+ COMFORT IN KNOWING	
Serial Number:	85611236	ZPASSPLUS	
Registration Number:	4409504	ZTRAK	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>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.</i>			
Phone:	202-739-3000		
Email:	jennifer.evans@morganlewis.com		
TRADEMARK			

CH \$340.00 2864306

Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 1020507-0180

NAME OF SUBMITTER: Jennifer C. Evans

SIGNATURE: /jce/

DATE SIGNED: 11/17/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 23, 2014, is made by Zonar Systems, Inc., a Washington corporation ("Grantor"), in favor of Bank of America, N.A., a national banking association, as agent for the Lenders (in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") among Grantor, the Lenders, and Agent, the Lenders are willing to make certain financial accommodations available to Grantor pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants, assigns, and pledges to Agent a continuing first priority security interest in all of Grantor's right, title, and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark applications and renewals, trade names, services marks, service mark applications and renewals, and other proprietary indicia (whether or not registered), including the trademarks, trademark applications and renewals, trade names, services marks, and service mark applications and renewals set forth on Schedule I hereto;

(b) all products and proceeds of the foregoing, including any claim against third parties for past, present or future infringement or dilution of the foregoing or any of the foregoing licensed under any Intellectual Property License;

(c) the business goodwill symbolized by or connected in any way with the foregoing; and

(d) all forms of legal rights and protections that may be obtained for, or may pertain to, the foregoing in any country of the world.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement, or any other necessary or desirable actions in connection with any Trademark Collateral subject to a security interest hereunder.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark Collateral rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark 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.

7. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

[SIGNATURE PAGE FOLLOWS]

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

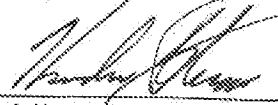
GRANTOR:

ZONAR SYSTEMS, INC.,
a Washington corporation

By:

Name: Kendall Stever


Title: Chief Financial Officer



[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED
as of the date first above written:

BANK OF AMERICA, N.A.,
a national banking association,
as Agent

By: 
Name: Carin C. Julsgard
Title: Vice President

[Signature page to Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

<u>Trademark</u>	<u>Owner</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
EVIR	Zonar	Registered	2864306	7/14/2014
2010	Zonar	Common Law	none	
2020	Zonar	Registered	4422411	10/22/2018
GTC	Zonar	Common Law	none	
GROUND TRAFFIC CONTROL	Zonar	Registered	4157846	6/12/2017
HD GPS	Zonar	Common Law	none	
My Driving	Zonar	Common Law	none	
ROADTRIP	Zonar	Pending	S/N 85456451	5/7/2014
V2J	Zonar	Common Law	none	
V3	Zonar	Common Law	none	
V3i	Zonar	Common Law	none	
V3R	Zonar	Common Law	none	
Virtual Trainer	Zonar	Common Law	none	
Wombat	Zonar	Common Law	none	
ZCON	Zonar/EFS	Common Law	none	
ZFUEL	Zonar	Common Law	none	
ZING	Zonar	Registered	4409505	10/1/2018
ZLOGS	Zonar	Registered	4534083	3/10/2014
ZONAR	Zonar	Registered	2916916	1/11/2015
ZONAR SYSTEMS	Zonar	Registered	2806218	1/20/2024
ZPASS	Zonar	Pending	S/N 85/298,949	
ZPASS+	Zonar	Pending	S/N 85440825	
ZPASS+ COMFORT IN KNOWING	Zonar	Pending	S/N 85440804	
ZPASSPLUS	Zonar	Pending	S/N 85611236	
ZTA	Zonar	Common Law	none	
ZTRAK	Zonar	Registered	4409504	10/1/2018

Common law marks: limited trademark protection is available for trademark that are used but not registered with the USPTO.

Zonar has a number of trademarks that we make use of from time to time, but are not considered valuable enough to register.