

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOTUS, LLC		07/29/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TPG Specialty Lending, Inc., as Agent		
Street Address:	301 Commerce Street, Suite 3300		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4847100	KEEPING THE MOBILE WORKFORCE IN MOTION	
Registration Number:	4819183	MOTUS	
Registration Number:	4819182	MOTUS	
Registration Number:	4847083	O	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	74267/019		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	08/01/2016		
Total Attachments: 3			

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GRANT OF A SECURITY INTEREST --TRADEMARKS

Dated as of July 29, 2016

WHEREAS, MOTUS, LLC, a Delaware limited liability company (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated July 29, 2016 (as amended, restated, supplemented, refinanced, replaced, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TPG Specialty Lending, Inc., a Delaware corporation as the Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof in each case, other than to the extent constituting Excluded Property (as such term is defined in the Security Agreement) (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral (other than Excluded Property) to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

GRANTOR:

MOTUS, LLC

By: 

Name: Timothy Brown

Title: Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Country: United States of America as filed in the United States Patent and Trademark Office

Trademark	Docket Number/Sub Case	Serial Number / Filing Date	Publication Number / Date	Registration Number / Date	Status Next Renewal
KEEPING THE MOBILE WORKFORCE IN MOTION	45918-019/ MOTUS, LLC	86/330729 / 08-Jul-2014	13-Jan-2015	4,847,100 03-Nov-2015	Registered 03-Nov-2025
MOTUS	45918-014/ MOTUS, LLC	86/322332 / 27-Jun-2014	13-Jan-2015	4,819,183, 22-Sep-2015	Registered / 22-Sep-2025
MOTUS (& Design)	45918-015/ MOTUS, LLC	86/322316 / 27-Jun-2014	13-Jan-2015	4,819,182, 22-Sep-2015	Registered, 22-Sep-2025
O (& Design)	45918-016/ MOTUS, LLC	86/322324 / 27-Jun-2014	13-Jan-2015	4,847,083, 03-Nov-2015	Registered, 03-Nov-2025