

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401640

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Navico, Inc.		09/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Danske Bank A/S		
Street Address:	Holmes Kanal 2-12		
City:	Copenhagen K		
State/Country:	DENMARK		
Postal Code:	DK-1092		
Entity Type:	Joint Stock Company: DENMARK		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	2113722	AIRMAP	
Registration Number:	1905510	AXIS	
Registration Number:	4809311	DOWNSCAN OVERLAY	
Registration Number:	2594352	EAGLE	
Registration Number:	1909877	EAGLE	
Registration Number:	1909876	EAGLE	
Registration Number:	4852211	FORWARDSCAN	
Serial Number:	86675380	GENESIS	
Registration Number:	2124469	GLOBALMAP	
Registration Number:	4739086	GOFREE	
Serial Number:	86460949	GOFREE	
Registration Number:	4867734	HALO	
Registration Number:	3667987	HDS	
Registration Number:	2592607	IFINDER	
Registration Number:	2010665	IMS SMARTMAP	
Registration Number:	4495680	INSIGHT GENESIS	
Registration Number:	3661933	INSIGHT USA	
Registration Number:	876523	L	
Registration Number:	3655828	LAKE INSIGHT	

OP \$840.00 2113722

Property Type	Number	Word Mark
Registration Number:	3120451	LITTLE JOHN
Registration Number:	1038018	LOWRANCE
Registration Number:	2106728	LOWRANCE AVIONICS
Registration Number:	3484583	MAPSELECT
Registration Number:	2027443	MOVING MAP
Registration Number:	3655829	NAUTIC INSIGHT
Registration Number:	3014947	SIMNET
Registration Number:	1864602	SKIMMER
Registration Number:	3963582	SONICHUB
Registration Number:	4704830	SPOTLIGHTSCAN
Registration Number:	3779712	STRUCTURESCAN
Serial Number:	86897458	TOTALSCAN
Registration Number:	4330213	TOUCH SENSIBLE
Serial Number:	86863452	XSONIC

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 321379-5

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 10/12/2016

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2016, between Navico, Inc. (the “**Grantor**”), and DANSKE BANK A/S, as security agent for the Secured Parties (in such capacity, the “**Security Agent**”).

RECITALS

- (A) Nanna BidCo AS (formerly Athomstart Invest 90 AS) (“**BidCo**”), Coöperatieve Rabobank U.A., Danske Bank A/S, DNB Bank ASA, ING Bank N.V. and Nordea Bank Norge ASA, as Mandated Lead Arrangers, the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), Danske Bank A/S as agent for the Secured Parties, (in such capacity, the “**Agent**”), and Security Agent are parties to a Facilities Agreement dated as of 11 July, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Facilities Agreement**”).
- (B) The Grantor is party to a Pledge and Security Agreement, dated as of September 30, 2016, by and among the Grantors party thereto and the Security Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Facilities Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise) of all Secured Obligations, the Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Trademark Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Trademark Collateral**” means the Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Collateral):

- (a) all Trademarks owned by or licensed to the Grantor, including those referred to on Schedule I hereto, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (b) all Trademark Licenses to which the Grantor is a party;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any owned or licensed

Trademark, or (ii) injury to the goodwill associated with any owned or licensed Trademark.

Section 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Trademark Collateral include and the Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Collateral.

Section 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest granted by them in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

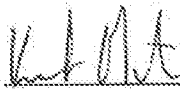
Section 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its respective officers or representatives thereunto duly authorized as of the date first written above.

NAVICO, INC.,
as Grantor

By: 
Name: *KNUT MARTINSEN*
Title: *Authorized signatory*

ACCEPTED AND AGREED:

DANSKE BANK A/S
as Security Agent

By: 
Name: **Christian Roed Christensen**
Title: **Senior Loan Manager**


Mats Nilsson
Loan Manager

SCHEDULE I TO THE TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademarks

Trademark	Grantor	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
AIRMAP	Navico, Inc.	United States of America	75/136,711	19-Jul-96	2,113,722	18-Nov-97
AXIS	Navico, Inc.	United States of America	74/548,162	11-Jul-94	1,905,510	18-Jul-95
BROOKES & GATEHOUSE	Navico, Inc.	Benelux	804938	15-Oct-93	540190	15-Oct-93
DOWNSCAN OVERLAY	Navico, Inc.	Australia	1616855	10-Apr-14	1616855	23-Jul-14
DOWNSCAN OVERLAY	Navico, Inc.	Canada	1671894	08-Apr-14		
DOWNSCAN OVERLAY	Navico, Inc.	United States of America	86/142,939	13-Dec-13	4,809,311	08-Sep-15
EAGLE	Navico, Inc.	Australia	629333	09-May-94	629333	13-Jun-97
EAGLE	Navico, Inc.	Canada	792052	05-Sep-95	476349	14-May-97
EAGLE	Navico, Inc.	South Africa	90/4445	01-Jun-90	90/4445	01-Jun-90
EAGLE	Navico, Inc.	United Kingdom	792052	23-Mar-94	2103732	09-Jul-97
EAGLE	Navico, Inc.	United States of America	76/336,263	13-Nov-01	2,594,352	16-Jul-02
EAGLE (and design)	Navico, Inc.	Brazil	818625996	05-Jul-95	818625996	04-Nov-97
EAGLE (and design)	Navico, Inc.	Chile	314547	25-Jul-95	540793	19-May-99
EAGLE (and design)	Navico, Inc.	China	1135471	23-Aug-96	1135471	14-Dec-97

EAGLE (and design)	Navico, Inc.	France	959141	06-Oct-88	1492327	06-Oct-88
EAGLE (and design)	Navico, Inc.	Russian Federation	96709179	16-Jul-96	184958	16-Jul-96
EAGLE (and design)	Navico, Inc.	United States of America	74/553,462	25-Jul-94	1,909,877	08-Aug-95
EAGLE (and design)	Navico, Inc.	United States of America	74/553,461	25-Jul-94	1,909,876	08-Aug-95
FORWARDSCAN	Navico, Inc.	United States of America	86/361,038	08-Aug-14	4,852,211	10-Nov-15
GENESIS	Navico, Inc.	Australia	1703814	30-Jun-15		
GENESIS	Navico, Inc.	Canada	1735079	29-Jun-15		
GENESIS	Navico, Inc.	European Union	14306252	30-Jun-15	14306252	27-Jan-16
GENESIS	Navico, Inc.	United States of America	86/675,380	26-Jun-15		
GLOBALMAP	Navico, Inc.	United States of America	74/702,744	12-Jul-95	2,124,469	23-Dec-97
GOFREE	Navico, Inc.	Benelux	A0053979	19-Oct-15		
GOFREE	Navico, Inc.	Denmark	A0053979	19-Oct-15		
GOFREE	Navico, Inc.	Finland	A0053979	19-Oct-15		
GOFREE	Navico, Inc.	Germany	A0053979	19-Oct-15		
GOFREE	Navico, Inc.	Italy	A0053979	19-Oct-15		
GOFREE	Navico, Inc.	Spain	A0053979	19-Oct-15		
GOFREE	Navico, Inc.	Sweden	A0053979	19-Oct-		

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GOFREE	Navico, Inc.	United Kingdom	A0053979	19-Oct-15		
GOFREE	Navico, Inc.	United States of America	86/418,989	09-Oct-14	4,739,086	19-May-15
GOFREE	Navico, Inc.	United States of America	86/460,949	21-Nov-14		
GOFREE	Navico, Inc.	WIPO	A0053979	19-Oct-15		
HALO	Navico, Inc.	Australia	1275975	08-Oct-15	1275975	08-Oct-15
HALO	Navico, Inc.	China	1275975	08-Oct-15	1275975	08-Oct-15
HALO	Navico, Inc.	European Union	1275975	08-Oct-15	1275975	08-Oct-15
HALO	Navico, Inc.	Japan	1275975	08-Oct-15	1275975	08-Oct-15
HALO	Navico, Inc.	New Zealand	1275975	08-Oct-15	1275975	08-Oct-15
HALO	Navico, Inc.	Russian Federation	1275975	08-Oct-15	1275975	08-Oct-15
HALO	Navico, Inc.	United States of America	86/244,072	07-Apr-14	4,867,734	08-Dec-15
HALO	Navico, Inc.	WIPO	1275975	08-Oct-15	1275975	08-Oct-15
HDS	Navico, Inc.	United States of America	77/567,526	11-Sep-08	3,667,987	11-Aug-09
IFINDER	Navico, Inc.	United States of America	76/074,600	21-Jun-00	2,592,607	09-Jul-02
IMS SMARTMAP	Navico, Inc.	United States of America	74/556,518	03-Aug-94	2,010,665	22-Oct-96
INSIGHT GENESIS	Navico, Inc.	Australia	1517315	28-	1517315	28-Sep-

				Sep-12		12
INSIGHT GENESIS	Navico, Inc.	Canada	1596088	27-Sep-12	TMA915271	28-Sep-15
INSIGHT GENESIS	Navico, Inc.	European Union	11222221	27-Sep-12	11222221	28-Feb-13
INSIGHT GENESIS	Navico, Inc.	United States of America	85/738,465	25-Sep-12	4495680	11-Mar-14
INSIGHT USA	Navico, Inc.	United States of America	77/565,613	09-Sep-08	3,661,933	28-Jul-09
IWAY	Navico, Inc.	Canada	1298941	05-Apr-06	TMA687843	16-May-07
L & Design	Navico, Inc.	Paraguay	18792-2006	07-Jul-06	300897	26-Jul-07
L & Design	Navico, Inc.	United States of America	72/289,938	31-Jan-68	876523	09-Sep-69
L& Block Device + Lowrance Electronics, Inc.	Navico, Inc.	Germany	L38266	23-Mar-94	2104693	05-May-98
LAKE INSIGHT	Navico, Inc.	United States of America	77/565,629	09-Sep-08	3,655,828	14-Jul-09
LITTLE JOHN	Navico, Inc.	United States of America	78/688,299	09-Aug-05	3,120,451	25-Jul-06
LOWRANCE	Navico, Inc.	Australia	629334	09-May-94	629334	09-May-94
LOWRANCE	Navico, Inc.	Brazil	818760745	04-Sep-95	818760745	31-Oct-00
LOWRANCE	Navico, Inc.	Canada	792053	05-Sep-95	TMA467,263	06-Dec-96
LOWRANCE	Navico, Inc.	China	960096475	23-Aug-96	1131268	28-Nov-97
LOWRANCE	Navico, Inc.	Colombia	95-036791	16-Aug-95	182275	27-Dec-95
LOWRANCE	Navico, Inc.	Japan	103895/72	27-Jan-	1408024	29-Feb-

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LOWRANCE	Navico, Inc.	New Zealand	676221	01-Apr-03	676221	01-Apr-03
LOWRANCE	Navico, Inc.	Russian Federation	96709180	16-Jul-96	160501	30-Jan-98
LOWRANCE	Navico, Inc.	United States of America	72/407,948	17-Nov-71	1,038,018	13-Apr-76
LOWRANCE AVIONICS & Design	Navico, Inc.	United States of America	75/136,712	19-Jul-96	2,106,728	21-Oct-97
MAPSELECT	Navico, Inc.	United States of America	77/371,187	14-Jan-08	3,484,583	12-Aug-08
MOVING MAP	Navico, Inc.	United States of America	74/514,435	19-Apr-94	2027443	31-Dec-96
NAUTIC INSIGHT	Navico, Inc.	United States of America	77/565,638	09-Sep-08	3,655,829	14-Jul-09
SIMNET	Navico, Inc.	European Union	3276615	18-Jul-03	3276615	08-Nov-04
SIMNET	Navico, Inc.	Norway	200306576	11-Jul-03	226512	02-May-15
SIMNET	Navico, Inc.	United States of America	78/352,849	16-Jan-04	3,014,947	15-Nov-05
SKIMMER	Navico, Inc.	United States of America	74/478,492	11-Jan-94	1,864,602	29-Nov-94
SONICHUB	Navico, Inc.	Australia	1428234	26-Oct-10	1076158	26-Oct-10
SONICHUB	Navico, Inc.	Benelux	1076158	26-Oct-10	1076158	26-Oct-10
SONICHUB	Navico, Inc.	Canada	1487546	25-Jun-10	TMA822,732	23-Apr-12
SONICHUB	Navico, Inc.	France	1076158	26-Oct-10	1076158	26-Oct-10

SONICHUB	Navico, Inc.	Germany	1076158	26-Oct-10	1076158	26-Oct-10
SONICHUB	Navico, Inc.	Ireland	1076158	26-Oct-10	1076158	26-Oct-10
SONICHUB	Navico, Inc.	Italy	1076158	26-Oct-10	1076158	26-Oct-10
SONICHUB	Navico, Inc.	New Zealand	826213	24-Jun-10	826213	24-Jun-10
SONICHUB	Navico, Inc.	Norway	1076158	26-Oct-10	1076158	26-Oct-10
SONICHUB	Navico, Inc.	Spain	1076158	26-Oct-10	1076158	26-Oct-10
SONICHUB	Navico, Inc.	United Kingdom	1076158	26-Oct-10	1076158	26-Oct-10
SONICHUB	Navico, Inc.	United States of America	85/068,852	22-Jun-10	3,963,582	17-May-11
SONICHUB	Navico, Inc.	WIPO	1076158	26-Oct-10	1076158	26-Oct-10
SONICHUB and Design	Navico, Inc.	Norway	201302121	14-Feb-13	281561	25-Apr-15
SPOTLIGHTSCAN	Navico, Inc.	Australia	1616856	10-Apr-14	1616856	18-Nov-15
SPOTLIGHTSCAN	Navico, Inc.	Canada	1672099	09-Apr-14		
SPOTLIGHTSCAN	Navico, Inc.	United States of America	86/121,829	18-Nov-13	4,704,830	17-Mar-15
STRUCTURESCAN	Navico, Inc.	United States of America	77/731,697	07-May-09	3,779,712	20-Apr-10
TOTALSCAN	Navico, Inc.	United States of America	86/897,458	04-Feb-16		
TOUCH SENSIBLE	Navico, Inc.	United States of America	85/440,004	05-Oct-11	4,330,213	07-May-13
XSONIC	Navico, Inc.	United	86/863,452	31-		

		States of America		Dec-15		
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