

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM602030

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DERIVE POWER, LLC		10/09/2020	Limited Liability Company: DELAWARE
DERIVE EFFICIENCY, LLC		10/09/2020	Limited Liability Company: DELAWARE
DERIVE SYSTEMS, INC.		10/09/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EICF AGENT LLC		
<b>Street Address:</b>	600 3rd Avenue, Floor 38		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5753618	ACTIVE TELEMATICS	
<b>Registration Number:</b>	5214973	BDX	
<b>Registration Number:</b>	3456490	BULLY DOG	
<b>Registration Number:</b>	4079778		
<b>Registration Number:</b>	5327260	BULLY DOG PERFORMANCE DPF	
<b>Registration Number:</b>	6064826	DDP	
<b>Registration Number:</b>	5475799	DERIVE ADVANTAGE	
<b>Registration Number:</b>	4978854	DERIVE EFFICIENCY	
<b>Registration Number:</b>	5968385	DERIVE MISSION CONTROL	
<b>Registration Number:</b>	5475800	DERIVE POWER	
<b>Registration Number:</b>	5475761	DERIVE SYSTEMS	
<b>Registration Number:</b>	5615055	DERIVE VQ	
<b>Registration Number:</b>	5205548	GTX	
<b>Registration Number:</b>	4039756	ITSX	
<b>Registration Number:</b>	3664395	LESS FUEL! MORE POWER!	
<b>Registration Number:</b>	3371568	LIVEWIRE	

OP \$815.00 5753618

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4404264	LIVEWIRE TS
Registration Number:	6146479	LIVEWIRE VISION
Registration Number:	3439748	MORE POWER! LESS FUEL!
Registration Number:	3467695	POWER FLASH
Registration Number:	3497658	SCT
Registration Number:	3497659	SCT
Registration Number:	3901416	SCTFLASH
Registration Number:	3467694	SF3
Registration Number:	3632383	X3
Registration Number:	3513437	X3 POWER FLASH
Registration Number:	4590211	X4
Registration Number:	4590212	X4 POWER FLASH
Serial Number:	88855856	ACTIVE VEHICLE MANAGEMENT
Serial Number:	88064889	ADVANTAGE X
Serial Number:	88783084	X4PRO
Serial Number:	90160147	VQ EFFICIENCY

#### CORRESPONDENCE DATA

Fax Number:

*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: 212-655-2545  
 Email: kwinstead@chapman.com  
 Correspondent Name: Chapman and Cutler LLP  
 Address Line 1: 1270 6th Avenue, 30th Floor  
 Address Line 2: Kelly Winstead  
 Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER:	Kelly Winstead
SIGNATURE:	/Kelly Winstead/
DATE SIGNED:	10/09/2020

#### Total Attachments: 9

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Additional Names of conveying parties :

Derive Systems, Inc. (a Delaware corporation)

DERIVE Efficiency, LLC ( a Delaware limited liability company)

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of October 9, 2020, is made by DERIVE POWER, LLC, a Delaware limited liability company (“Derive Power”), DERIVE EFFICIENCY, LLC, a Delaware limited liability company (“Derive Efficiency”) and DERIVE SYSTEMS, INC., a Delaware corporation (“Holdings,” and together with Derive Power and Derive Efficiency each a “Grantor,” and collectively the “Grantors” ), in favor of EICF AGENT LLC, as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Loan Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to that certain Term Loan, Guarantee and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among Grantors, the other Credit Parties party thereto, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks owned by such Grantor and all Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark or such License; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all

rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

For the avoidance of doubt, the grant of the security interest in the Trademark Collateral is not an outright assignment of the Trademark Collateral to the Agent.

Section 3. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

Section 4. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Licenses subject to a security interest hereunder. **NOTWITHSTANDING THE FOREGOING, THE GRANTORS SHALL NOT BE LIABLE FOR THE GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT OF THE AGENT OR ANY SUCCESSOR, ASSIGNEE OR THIRD PARTY BENEFICIARY OR ANY OTHER PERSON.**

Section 6. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Trademark Security Agreement, the Agent shall, at the sole cost and expense of the Credit Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 7. 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. Any signed signature page delivered by facsimile or electronic transmission shall be as effective as delivery of an original, signed signature page.

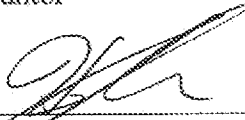
Section 8. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to the conflicts of law provisions thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,


DERIVE POWER, LLC  
as Grantor

By:   
Name: John Oechsle  
Title: President

DERIVE EFFICIENCY, LLC  
as Grantor

By:   
Name: John Oechsle  
Title: President

DERIVE SYSTEMS, INC.  
as Grantor

By:   
Name: John Oechsle  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

EICF AGENT LLC, as Agent

By: 

Name: HARRY GIOVANNI  
Title: Authorized Signatory

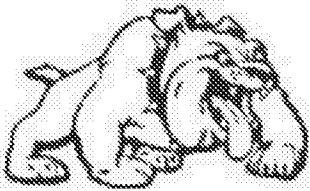
SIGNATURE PAGE  
TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 007073 FRAME: 0358

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

A. U.S. REGISTERED TRADEMARKS

<b>Trademark</b>	<b>Registered Owner</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
<b>ACTIVE TELEMATICS</b>	Derive Power, LLC	87/950,574	5,753,618	05/14/2019
<b>BDX</b>	Derive Power, LLC	86/933,790	5,214,973	05/30/17
<b>BULLY DOG</b>	Derive Power, LLC	77/162,126	3,456,490	07/01/2008
	Derive Power, LLC	85/317,488	4,079,778	01/03/2012
<b>BULLY DOG PERFORMANCE DPF</b>	Derive Power, LLC	87/375,482	5,327,260	11/7/2017
<b>DDP</b>	Derive Power, LLC	87/950,585	6,064,826	05/26/2020
<b>DERIVE ADVANTAGE</b>	Derive Power, LLC	86/443,810	5,475,799	05/22/2018
<b>DERIVE EFFICIENCY</b>	DERIVE Efficiency, LLC	86/431,593	4,978,854	06/14/2016
<b>DERIVE MISSION CONTROL</b>	Derive Power, LLC	88/062,703	5,968,385	01/21/2020
<b>DERIVE POWER</b>	Derive Power, LLC	86/443,854	5,475,800	05/22/2018
<b>DERIVE SYSTEMS</b>	Derive Systems, Inc.	86/367,934	5,475,761	05/22/2018



<b>Trademark</b>	<b>Registered Owner</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
<b>DERIVE VQ</b>	Derive Power, LLC	87/812,441	5,615,055	11/27/2018
<b>GTX</b>	Derive Power, LLC	86/751,058	5,205,548	5/16/2017
<b>ITSX</b>	Derive Power, LLC	85/180,456	4,039,756	10/11/2011
<b>LESS FUEL! MORE POWER!</b>	Derive Power, LLC	77/352,902	3,664,395	08/04/2009
<b>LIVEWIRE</b>	Derive Power, LLC	77/063,654	3,371,568	01/22/2008
<b>LIVEWIRE TS</b>	Derive Power, LLC	85/633,559	4,404,264	09/17/2013
<b>LIVEWIRE VISION</b>	Derive Power, LLC	88/791,651	6,146,479	09/08/2020
<b>MORE POWER! LESS FUEL!</b>	Derive Power, LLC	77/265,091	3,439,748	06/03/2008
<b>POWER FLASH</b>	Derive Power, LLC	77/352,932	3,467,695	07/15/2008
<b>SCT</b>	Derive Power, LLC	77/067,042	3,497,658	09/09/2008
	Derive Power, LLC	77/067,094	3,497,659	09/09/2008
<b>SCTFLASH</b>	Derive Power, LLC	77/765,355	3,901,416	01/04/2011
<b>SF3</b>	Derive Power, LLC	77/352,923	3,467,694	07/15/2008
<b>X3</b>	Derive Power, LLC	77/352,907	3,632,383	06/02/2009
<b>X3 POWER FLASH</b>	Derive Power, LLC	77/189,772	3,513,437	10/07/2008

Trademark	Registered Owner	Serial Number	Registration Number	Registration Date
<b>X4</b>	Derive Power, LLC	86/054,648	4,590,211	08/19/2014
<b>X4 POWER FLASH</b>	Derive Power, LLC	86/054,652	4,590,212	08/19/2014

**B. U.S. TRADEMARK APPLICATIONS**

Trademark	Registered Owner	Serial Number	Filing Date
<b>ACTIVE VEHICLE MANAGEMENT</b>	Derive Power, LLC	88/855,856	4/01/2020
<b>ADVANTAGE X</b>	Derive Power, LLC	88/064,889	08/03/2018
<b>X4PRO</b>	Derive Power, LLC	88/783,084	02/03/2020
<b>VQ EFFICIENCY</b>	DERIVE Efficiency, LLC	90/160,147	09/04/2020