

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geologic Solutions, Inc.		01/31/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Partners for Growth II, L.P.
Street Address:	180 Pacific Avenue
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3216200	GEOLOGIC
Registration Number:	2532653	MOBILEMAX2
Registration Number:	2882963	AETHER TRAILERMAX
Registration Number:	2750247	SR SIGNS RITE MAKE THE RIGHT IMPRESSION
Registration Number:	2762458	20/20V
Registration Number:	2762457	20/20V
Registration Number:	2549152	PRO2000
Registration Number:	2453690	TRACKWARE
Registration Number:	2809539	ELINK
Registration Number:	2704938	ELINK
Registration Number:	2657304	ELINK
Registration Number:	2832240	ELINK
Registration Number:	2856148	ELINK AGENT
Registration Number:	2832216	ELINK MESSENGER

OP \$515.00 3216200

Registration Number:	2858195	ELINK WIRELESS E-MAIL SERVICES
Registration Number:	3125828	IMOTIENT SOLUTIONS
Registration Number:	3135051	IMOTIENT SOLUTIONS
Serial Number:	78706200	L.A.T.
Serial Number:	78831908	TURNING WIRELESS DATA INTO A STRATEGIC ASSET
Serial Number:	78511224	CROSSBRIDGE SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (415)738-5371

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415-381-3283

Email: bg2@greenspan.org

Correspondent Name: Benjamin Greenspan

Address Line 1: 620 Laguna Road

Address Line 4: Mill Valley, CALIFORNIA 94941

ATTORNEY DOCKET NUMBER:	PFG2-XATA (GEOLOGIC)
NAME OF SUBMITTER:	Benjamin Greenspan
Signature:	/bg/
Date:	01/31/2008

Total Attachments: 3

source=geo trademark agreement#page1.tif

source=geo trademark agreement#page2.tif

source=geo trademark agreement#page3.tif

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of January 31, 2008, is between Geologic Solutions, Inc., a Delaware corporation with its principal place of business at 13625 B Dulles Technology Drive ("Assignor") and Partners for Growth II, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated January 31, 2008, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated January 31, 2008, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Geologic Solutions, Inc.

By



Chief Executive Officer

By



Secretary

Assignee:

PARTNERS FOR GROWTH II, L.P.

By _____

Name: _____

**Title: Manager, Partners for Growth II, LLC
Its General Partner**

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of January 31, 2008, is between XATA Corporation, a Minnesota corporation with its principal place of business at 965 Prairie Center Drive, Eden Prairie, MN 55344 ("Assignor") and Partners for Growth II, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated January 31, 2008, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated January 31, 2008, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

XATA Corporation

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH II, L.P.

By Lorraine Nield

Name: LORRAINE NIELD

Title: **Manager, Partners for Growth II, LLC
Its General Partner**

EXHIBIT 1
Geologic Solutions, Inc.

Trademark Schedule - Trademarks

UNITED STATES TRADEMARKS

<u>Mark</u>	<u>Application No.</u>	<u>Registration No.</u>
GEOLOGIC	78/208,526	3,216,200
MOBILEMAX2	75,748,490	2,532,653
AETHER TRAILERMAX	78/146,886	2,882,963
EXEC2000	78/107,918	2,750,247
20/20V (Class 09)	76/300,091	2,762,458
20/20V (Class 38)	76/300,077	2,762,457
PRO2000	76/045,051	2,549,152
TRACKWARE	75/602,246	2,453,690
ELINK	76/068,840	2,809,539
ELINK	75/687,977	2,704,938
ELINK	75/669,348	2,657,304
ELINK & Design	75/772,705	2,832,240
ELINK AGENT	75/693,982	2,856,148
ELINK MESSENGER	75/693,991	2,832,216
ELINK WIRELESS		
E-MAIL SERVICES & Design	75/688,691	2,858,195
IMOTIENT SOLUTIONS	78/522,376	3,125,828
IMOTIENT SOLUTIONS (stylized)	78/539,555	3,135,051
L.A.T.	78/706,200	PENDING
TURNING WIRELESS DATA INTO		
A STRATEGIC ASSET	78/831,908	PENDING
CROSSBRIDGE SOLUTIONS	78/511,224	PENDING

CANADIAN TRADEMARKS

<u>Mark</u>	<u>Application No.</u>	<u>Registration No.</u>
IMOTIENT SOLUTIONS	1264153	PENDING
IMOTIENT SOLUTIONS (stylized)	1262885	PENDING
L.A.T.	1285134	PENDING