

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
XATA Corporation		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: 5			
Property Type	Number	Word Mark	
Registration Number:	3041081	XATA	
Registration Number:	1531699	XATA	
Registration Number:	3023645	XATANET	
Registration Number:	2375771	OPCENTER	
Serial Number:	78515399	XATA MOBILESYNC	
CORRESPONDENCE DATA			
Fax Number:	(415)738-5371		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

OP \$140.00 3041081

NAME OF SUBMITTER:	Benjamin Greenspan
Signature:	/bg/
Date:	01/31/2008
Total Attachments: 3 source=xata trademark agreement#page1.tif source=xata trademark agreement#page2.tif source=xata trademark agreement#page3.tif	

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 I 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 _____

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 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 I 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 Lorraine Nield

Name: Lorraine Nield

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

EXHIBIT 1
XATA Corporation

Trademark Schedule - Trademarks

UNITED STATES TRADEMARKS

<u>Mark</u>	<u>Application No.</u>	<u>Registration No.</u>
XATA	78/515,217	3,041,081
XATA	73/664,838	1,531,699
XATANET	78/515,216	3,023,645
OPCENTER	75/432,982	2,375,771
XATA MOBILESYNC	78/515,399	PENDING