

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GEOLOGIC SOLUTIONS, INC.		01/31/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3216200	GEOLOGIC
Registration Number:	2532653	MOBILEMAX2
Registration Number:	2882963	AETHER TRAILERMAX
Registration Number:	2750274	EXEC2000
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

CH \$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: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	405934
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	02/11/2008

Total Attachments: 10
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): Geologic Solutions, Inc.		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____		Name: <u>SILICON VALLEY BANK</u> Internal Address: _____ Street Address: <u>3003 Tasman Drive</u> City: <u>SANTA CLARA</u> State: <u>CALIFORNIA</u> Country: <u>USA</u> Zip: <u>95054</u>	
Citizenship (see guidelines) <u>United States</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>California</u> <input type="checkbox"/> Other _____ Citizenship _____	
3. Nature of conveyance)/Execution Date(s) : Execution Date(s) <u>January 31, 2008</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) See Exhibit A Attached Hereto		B. Trademark Registration No.(s) See Exhibit A Attached Hereto	
		Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>FEDERAL RESEARCH CORPORATION</u> Internal Address: <u>ATTN: Oleh Herehliuk</u> <u>Suite 401</u> Street Address: <u>1023 Fifteenth Street, NW</u> City: <u>Washington</u> State: <u>DC</u> Zip: <u>20005</u> Phone Number: <u>(202) 783-2700</u> Fax Number: <u>(202) 783-0145</u> Email Address: <u>Oleh.Hereliuk@federakresearch.com</u>		6. Total number of applications and registrations involved: 20	
		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>515.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
		8. Payment Information: a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number _____ Authorized User Name _____	
9. Signature: <u>Catherine C. Fisk</u> Signature Catherine C. Fisk Name of Person Signing		February 8, 2008 Date Total number of pages including cover sheet, attachments, and document: 10	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT C

Trademarks

UNITED STATES OF AMERICA

<u>Description</u>	<u>Application Number</u>	<u>Registration Number</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	2,750,274
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

CANADA

IMOTIENT SOLUTIONS	1264153	PENDING
IMOTIENT SOLUTIONS (stylized)	1262885	PENDING
L.A.T.	1285134	PENDING

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date (but is dated for identification purposes January 31, 2008) by and between SILICON VALLEY BANK ("Bank") and GEOLOGIC SOLUTIONS, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Xata Corporation and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

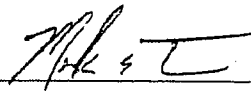
GRANTOR:

Address of Grantor:

c/o XATA Corporation
965 Prairie Center Drive
Eden Prairie, MN 55344

Attn: Mark Ties

GEOLOGIC SOLUTIONS, INC.

By: 

Title: Chief Financial Officer

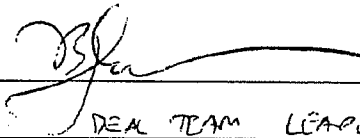
BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: AMD Control

SILICON VALLEY BANK

By: 

Title: DEAL TEAM LEADER

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

UNITED STATES OF AMERICA

<u>Description</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>
SYSTEM FOR LOCAL MONITORING	10/223603 6,904,363	
SYSTEM FOR LOCAL MONITORING	11/141866 7,043,365	
COMMUNICATION SYSTEM WITH WIRELESS ELECTRONIC MAIL OR MESSAGING INTEGRATED AND/OR ASSOCIATED WITH APPLICATION PROGRAM RESIDING ON REMOTE COMPUTING DEVICE	09/917937 6,938,099	
COMMUNICATION SYSTEM WITH WIRELESS ELECTRONIC MAIL OR MESSAGING INTEGRATED AND/OR ASSOCIATED WITH APPLICATION PROGRAM RESIDING ON REMOTE COMPUTING DEVICE	11/210663	
SYSTEM AND METHOD OF TRANSMITTING DATA MESSAGES BETWEEN SUBSCRIBER UNITS COMMUNICATING WITH / BETWEEN COMPLEMENTARY / DISPARATE NETWORKS	09/958752 6,947,737	
SYSTEM AND METHOD OF TRANSMITTING DATA MESSAGES BETWEEN SUBSCRIBER UNITS COMMUNICATING WITH / BETWEEN COMPLEMENTARY / DISPARATE NETWORKS	11/226424	
SYSTEM AND METHOD OF QUERYING A DEVICE, CHECKING DEVICE ROAMING HISTORY AND/OR OBTAINING DEVICE MODEM STATISTICS WHEN DEVICE IS WITHIN A HOME NETWORK AND/OR A COMPLEMENTARY NETWORK	10/614391 7,024,199	
SYSTEM AND METHOD OF QUERYING A DEVICE, CHECKING DEVICE ROAMING HISTORY AND/OR OBTAINING DEVICE MODEM STATISTICS WHEN DEVICE IS WITHIN A HOME NETWORK AND/OR A COMPLEMENTARY NETWORK	11/370103 7,136,642	
SYSTEM AND METHOD OF QUERYING A DEVICE, CHECKING DEVICE ROAMING HISTORY AND/OR OBTAINING DEVICE MODEM STATISTICS WHEN DEVICE IS WITHIN A HOME NETWORK AND/OR A COMPLEMENTARY NETWORK	11/370104 7,162,238	
SYSTEM AND METHOD OF POLLING WIRELESS DEVICES HAVING A SUBSTANTIALLY FIXED AND/OR PREDESIGNATED GEOGRAPHIC LOCATION	10/606305 7,068,992	
SYSTEM AND METHOD OF POLLING WIRELESS DEVICES HAVING A SUBSTANTIALLY FIXED AND/OR PREDESIGNATED GEOGRAPHIC LOCATION	11/438,321	
WIDE AREA MOBILE COMMUNICATIONS NETWORKS WITH MULTIPLE ROUTING MODE OPTIONS	08/536719 5,953,319	
INTEGRATED REAL TIME AND POLLED ELECTRONIC MESSAGING SYSTEM AND METHOD	09/810559	

SVBcfd/Xata/07-12 Restatement/IP Agmt/Geo IP/IP Agmt-1

WIDE AREA MOBILE COMMUNICATIONS NETWORKS WITH MULTIPLE ROUTING MODE OPTIONS	09/318266 6,639,898	
(1) ACE ADVANTAGES; (2) ACE REDUNDANCY; (3) ACE MANAGER PROBLEM DIAGNOSIS TOOL; (4) BEEL MOBILITY (CANADA) CONNECTIVITY; (5) FIXED POINT POLLING SERVICE	10/440367 7,230,944	
SYSTEM AND METHOD OF AGGREGATING DATA FROM A PLURALITY OF DATA GENERATING MACHINES	09/697316 7,089,322	
SYSTEM AND METHOD OF AGGREGATING DATA FROM A PLURALITY OF DATA GENERATING MACHINES	11/500470	

CANADA

SYSTEM AND METHOD OF TRANSMITTING DATA MESSAGES BETWEEN SUBSCRIBER UNITS COMMUNICATING WITH/BETWEEN COMPLEMENTARY / DISPARATE NETWORKS	2,339,150	
WIDE AREA MOBILE COMMUNICATIONS NETWORKS WITH MULTIPLE ROUTING MODE OPTIONS	2,220,373 2,220,373	
COMMUNICATION SYSTEM WITH WIRELESS ELECTRONIC MAIL OR MESSAGING INTEGRATED AND/OR ASSOCIATED WITH APPLICATION PROGRAM RESIDING OR REMOTE COMPUTING DEVICE	2,354,447	
SYSTEM AND METHOD OF AGGREGATING DATA FROM A PLURALITY OF DATA GENERATING MACHINES	2,361,432	

EXHIBIT C

Trademarks

UNITED STATES OF AMERICA

<u>Description</u>	<u>Application Number</u>	<u>Registration Number</u>
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CANADA

IMOTIENT SOLUTIONS	1264153	PENDING
IMOTIENT SOLUTIONS (stylized)	1262885	PENDING
L.A.T.	1285134	PENDING

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.