

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	SECURITY INTEREST																		
CONVEYING PARTY DATA																			
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Medifleet, Inc.</td> <td></td> <td>03/23/2010</td> <td>CORPORATION: CONNECTICUT</td> </tr> <tr> <td>Partsfleet, Inc.</td> <td></td> <td>03/23/2010</td> <td>CORPORATION: FLORIDA</td> </tr> <tr> <td>Scriptfleet, Inc.</td> <td></td> <td>03/23/2010</td> <td>CORPORATION: FLORIDA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Medifleet, Inc.		03/23/2010	CORPORATION: CONNECTICUT	Partsfleet, Inc.		03/23/2010	CORPORATION: FLORIDA	Scriptfleet, Inc.		03/23/2010	CORPORATION: FLORIDA		
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CORRESPONDENCE DATA																			
<p>Fax Number: (917)777-2962 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (212) 735-2962 Email: Faith.Robinson@skadden.com Correspondent Name: S. Anita Sinha Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP Address Line 4: New York, NEW YORK 10036</p>																			

CH \$140.00 3373612

ATTORNEY DOCKET NUMBER:	055660/86
NAME OF SUBMITTER:	S. Anita Sinha
Signature:	/S. Anita Sinha/
Date:	03/23/2010
Total Attachments: 5 source=Fleetgistics, et al to BNP Paribas TM Security Interest#page1.tif source=Fleetgistics, et al to BNP Paribas TM Security Interest#page2.tif source=Fleetgistics, et al to BNP Paribas TM Security Interest#page3.tif source=Fleetgistics, et al to BNP Paribas TM Security Interest#page4.tif source=Fleetgistics, et al to BNP Paribas TM Security Interest#page5.tif	

GRANT OF TRADEMARK SECURITY INTEREST

March 23, 2010

WHEREAS, each of **MEDIFLEET, INC.**, a Connecticut corporation (“**Medifleet**”), **PARTSFLEET, INC.**, a Florida corporation (“**Partsfleet**”) and **SCRIPTFLEET, INC.**, a Florida corporation (“**Scriptfleet**”) and, together with Medifleet and Partsfleet, the “**Grantors**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, FLEETGISTICS ENTERPRISES, INC., a Delaware corporation (“**Company**”), has entered into the Credit Agreement, dated as of March 23, 2010 (said Credit Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein not otherwise defined herein shall have the meanings ascribed therein), with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”) and BNP Paribas, as Administrative Agent for and representative of the Lenders (in such capacity, “**Collateral Agent**”), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”);

WHEREAS, each Grantor has executed and delivered that certain Subsidiary Guaranty dated as of March 23, 2010 (said Subsidiary Guaranty, as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty**”), in favor of Collateral Agent for the benefit of the Beneficiaries, pursuant to which each Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of the Security Agreement, dated as of March 23, 2010 (said Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, Collateral Agent and the other grantors named therein, each Grantor has created in favor of Collateral Agent a security interest in, and Collateral Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to Collateral Agent pursuant to the Security Agreement, each Grantor hereby grants to Collateral Agent a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all rights, title and interests (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade

styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

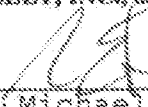
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” shall have the meaning assigned to the term “Proceeds” in the UCC.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

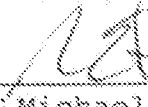
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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

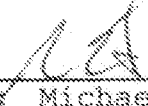
PARTSFLEET, INC., as Grantor

By: 
Name: Michael P. Santoni
Title: Treasurer

MEDIFLEET, INC., as Grantor

By: 
Name: Michael P. Santoni
Title: Treasurer

SCRIPTFLEET, INC., as Grantor

By: 
Name: Michael P. Santoni
Title: Treasurer

Address:

Fleetgistics Enterprises, Inc.
7701 Forsyth Boulevard
Suite 600
St. Louis, Missouri 63105
Attn: Michael P. Santoni and Gary Beinke

[Signature Page to Trademark Security Agreement]

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

UNITED STATES TRADEMARKS:

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Registrations:

Owner	Registration Number	Description
<u>Medifleet, Inc</u>	<u>3373612</u>	<u>Medifleet</u>

Applications:

Owner	Registration Number	Description
<u>Partsfleet, Inc.</u>	<u>77776949</u>	<u>Partsfleet</u>
<u>Partsfleet, Inc</u>	<u>77776937</u>	<u>Fleetgistics</u>
<u>Network Express, Inc. (to be changed to Scriptfleet, Inc.)</u>	<u>77781410</u>	<u>Scriptfleet</u>
<u>Network Express, Inc. (to be changed to Scriptfleet, Inc.)</u>	<u>77833881</u>	<u>THE PRESCRIPTION FOR THE DAILY DELIVERY HEADACHE</u>

Licenses: None

Licensee	Liscensor	Registration / Application Number	Description

OTHER TRADEMARKS: N/A

Registrations:

Owner	Registration Number	State / Country	Description

Applications:

Owner	Application Number	State / Country	Description

Licenses:

Licensee	Liscensor	State / Country	Registration / Application Number	Description