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Form **PTO-1594** (Rev. 01/09)  
OMB Collection 0651-0027 (exp. 02/10)

03-24-2010

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103592700

ET  
and documents or the new address(es) below.

3/19/10

To the Director of the U. S. Patent

**1. Name of conveying party(ies):**

Fleet Management Solutions, Inc.  
2201 Brookhollow Plaza, Suite 125  
Arlington, Texas 76006

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: California
- Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) February 25, 2010

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Barclays Bank PLC

Internal

Address: 5 The North Colonnade

Street Address: 5 The North Colonnade

City: Canary Wharf

State: London

Country: United Kingdom Zip: E14 4BB

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  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)

7,7663,596

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  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: Gary Serbin

Internal Address: Lovells LLP

Street Address: 590 Madison Avenue

City: New York

State: New York Zip: 10022

Phone Number: (212) 909-0659

Fax Number: (212) 909-0660

Email Address: gary.serbin@lovells.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number 504767

Authorized User Name Gary Serbin

**9. Signature:**

*Gary Serbin*  
Signature

3/17/10  
Date

Gary Serbin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK

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03-04-2010



Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/26)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

103590610

### 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):

Fleet Management Solutions, Inc.  
2201 Brookhollow Plaza, Suite 125  
Arlington, Texas 76006

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: California
- Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

#### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Barclays Bank PLC

Internal

Address: 5 The North Colonnade

Street Address: 5 The North Colonnade

City: Canary Wharf

State: London

Country: United Kingdom Zip: E14 4BB

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_

Other Company Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

#### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 25, 2010

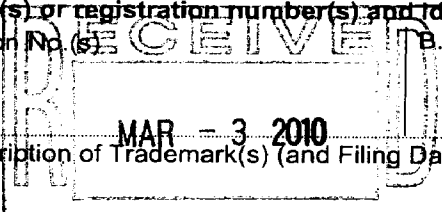
- Assignment
- Merger
- Security Agreement
- Change of Name
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A. Trademark Application No. (s)

7,7663,596

B. Trademark Registration No.(s)



Additional sheet(s) attached?  Yes  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: Gary Serbin

Internal Address: Lovells LLP

Street Address: 590 Madison Avenue

City: New York

State: New York Zip: 10022

Phone Number: (212) 909-0659

Fax Number: (212) 909-0660

Email Address: Gary.Serbin@Lovells.com

#### 6. Total number of applications and registrations involved:

1

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

#### 8. Payment Information:

03/03/2010 MJAMA1 00000063 504767 776 3596  
Deposit Account Number 504767  
FC:8521 40.00 DA  
Authorized User Name Gary Serbin

#### 9. Signature:

*Gary Serbin*  
Signature

3/1/10

Date

Gary Serbin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of February 25, 2010, is entered into by and between FLEET MANAGEMENT SOLUTIONS, INC., a California corporation (the "Grantor") and BARCLAYS BANK PLC, as security agent for certain beneficiaries (in such capacity the "Security Agent").

WHEREAS, pursuant to the Security Agreement (as defined below), the Grantor is granting a security interest to the Security Agent in substantially all of its personal property whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks (as defined below) listed on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Security Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement, dated as of February 1, 2010, between, among others, the Grantor, Teletrac, Inc. and the Security Agent, as amended, supplemented and in effect from time to time (as so amended, supplemented and in effect, the "Security Agreement").

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure the Secured Liabilities, the Grantor hereby pledges and grants to the Security Agent, for the benefit of the Beneficiaries, a security interest in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all federal trademarks, state trademarks, common law trademarks, foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations, and applications for any of the foregoing, including, but not limited to, the registrations and applications referred to on Schedule A hereto (collectively, "Trademarks");

(b) all agreements providing for the granting of any right in or to Trademarks (whether the Grantor is licensee or licensor thereunder) including those referred to on Schedule A hereto (collectively, "Trademark Licenses");

(c) all extensions or renewals of the foregoing;

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

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the applicable Beneficiaries pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Modification of Agreement. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement.

The Security Agent may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, to include a reference to any right, title or interest in any existing Trademarks or Trademark Licenses or any Trademarks Licenses acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks or Trademark Licenses in which the Grantor no longer has or claims any right, title or interest.

SECTION 5. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.**

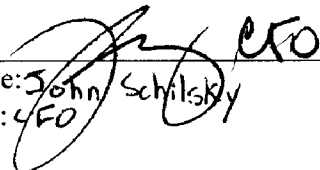
SECTION 6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Security Agent and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Security Agent assign any right, duty or obligation hereunder. Any purported assignment without such prior written consent shall be considered null, void and of no effect.

SECTION 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

**[Signature pages follow]**

IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

**FLEET MANAGEMENT SOLUTIONS, INC.**

By:  \_\_\_\_\_  
Name: John Schilsky  
Title: CFO

Lovells

BARCLAYS BANK PLC,  
as the Security Agent

By:



Name: N. PEDERSEN

Title: DIRECTOR

Lovells

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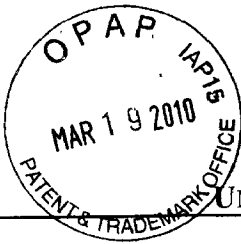
TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS AND APPLICATIONS

Pending Application for Principal Register filed with U.S. Patent and Trademark Office on 2/4/09, Serial No. 77663596 - International Class 35:

-- Fleet Management Solutions (standard characters, without claim to any particular font, style, size or color).

Applicant is Fleet Management Solutions, Inc. Date of First Use and First Use in Commerce: 07/00/2002.  
Status: Application is currently pending. Amendment to description filed on 10/24/09; assigned to examiner.



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 10, 2010

PTAS



\*1 03590610A\*

GARY SERBIN  
LOVELLS LLP  
590 MADISON AVENUE  
NEW YORK, NEW YORK 10022

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 103590610

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,  
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.  
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,  
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT  
571-272-3350.

1. THE SUBMITTED ASSIGNMENT COVER SHEET IS NOT ACCEPTABLE. THE CITIZENSHIP OF THE RECEIVING PARTY MUST BE INDICATED ON THE COVER SHEET. AS OF JANUARY 16, 2009, TRADEMARK RULE 37 C.F.R. §3.31(A) WAS AMENDED TO ADD THE REQUIREMENT THAT THE ASSIGNMENT COVER SHEET MUST INCLUDE THE LEGAL ENTITY TYPE AND NATIONAL CITIZENSHIP (OR STATE OR COUNTRY OF ORGANIZATION) OF EACH PARTY RECEIVING THE ASSIGNMENT INTEREST. AND, IF THE PARTY RECEIVING THE ASSIGNMENT INTEREST IS A DOMESTIC PARTNERSHIP OR DOMESTIC JOINT VENTURE, THE COVER SHEET MUST STATE THE NAMES, LEGAL ENTITY TYPES, AND NATIONAL CITIZENSHIP (OR THE STATE OR COUNTRY OF ORGANIZATION) OF ALL GENERAL PARTNERS OR ACTIVE

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RECORDED: 03/19/2010

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