

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
Xata Corporation		02/24/2012	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	230 West Monroe Street
Internal Address:	Suite 720
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3636754	CROSSBRIDGE SOLUTIONS
Registration Number:	2750274	EXEC2000
Registration Number:	3216200	GEOLOGIC
Registration Number:	3125828	IMOTIENT SOLUTIONS
Registration Number:	3135051	IMOTIENT SOLUTIONS
Registration Number:	2532653	MOBILEMAX2
Registration Number:	1992105	ROUTEVIEW
Registration Number:	3064322	U-XAP
Registration Number:	3041081	XATA
Registration Number:	1531699	XATA
Registration Number:	3023645	XATANET

CORRESPONDENCE DATA

Fax Number: (302)636-5454

CH \$290.00 3636754

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	111176
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/28/2012

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):

XATA CORPORATION

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: MINNESOTA
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) FEBRUARY 24 2012

- 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: SILICON VALLEY BANK

Internal

Address: SUITE 720

Street Address: 230 WEST MONROE STREET

City: CHICAGO

State: ILLINOIS

Country: UNITED STATES Zip: 60606

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship CALIFORNIA
 Other _____ 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
SEE ATTACHED EXHIBIT C

B. Trademark Registration No.(s)
SEE ATTACHED EXHIBIT C

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: CORPORATION SERVICE COMPANY

Internal Address: _____

Street Address: 1180 AVENUE OF THE AMERICAS

City: NEW YORK

State: NEW YORK Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____

6. Total number of applications and registrations involved:

11

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

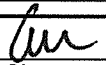
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

FEBRUARY 28, 2012

Date

ANDREW NASH

Name of Person Signing

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of February 24, 2012 by and between SILICON VALLEY BANK ("Bank") and XATA CORPORATION ("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 and Grantor, dated as of the date hereof (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:

1. 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");
2. 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;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. 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**");

5. 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**");

6. 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**");

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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 executed as a sealed instrument under the laws of the State of Illinois, as of the first date written above.

GRANTOR:

Address of Grantor:

XATA CORPORATION

965 Prairie Center Drive
Eden Prairie, Minnesota 55434
Attn: Mr. Scott Christian
Fax:
E-mail:

By: 
Name: Scott Christian
Title: CFO

BANK:

Address of Bank:

SILICON VALLEY BANK

230 Monroe Street, Suite 720
Chicago, Illinois 60606
Attn: Mr. Kurt Nichols
Fax: (312) 704-1532
E-mail: knichols@svb.com

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed as a sealed instrument under the laws of the State of Illinois, as of the first date written above.

GRANTOR:

Address of Grantor:

XATA CORPORATION

965 Prairie Center Drive
Eden Prairie, Minnesota 55434
Attn: Mr. Scott Christian
Fax: 952-641-5889
E-mail: scott.christian@xata.com

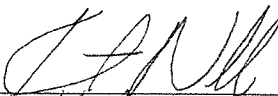
By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

230 Monroe Street, Suite 720
Chicago, Illinois 60606
Attn: Mr. Kurt Nichols
Fax: (312) 704-1532
E-mail: knichols@svb.com

By:  _____
Name: Kurt Nichols
Title: RM II

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK

REEL: 004725 FRAME: 0692

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application Number	Registration/ Application Date
None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and method of aggregating data from a plurality of data generating machines	09/697,316 7,089,322	10/27/00
Wide Area Mobile With Multiple Routing Options	08/536,719 5,953,319	9/29/95
WIDE AREA MOBILE COMMUNICATION NETWORKS WITH MULTIPLE ROUTING MODE OPTIONS	09/318,266 6,639,898	5/25/99
SYSTEM AND METHOD OF TRANSMITTING DATA MESSAGES BETWEEN SUBSCRIBER UNITS COMMUNICATING WITH/BETWEEN COMPLEMENTARY/DISPARATE NETWORKS	09/958,752 6,947,737	10/12/01
SYSTEM AND METHOD OF HOST ROUTING WHEN HOST COMPUTER IS WITHIN A HOME NETWORK AND/OR A COMPLEMENTARY NETWORK	10/440,367 7,230,944	5/19/03
SYSTEM AND METHOD OF POLLING WIRELESS DEVICES HAVING A SUBSTANTIALLY FIXED AND/OR PREDESIGNATED GEOGRAPHIC LOCATION	10/606,305 7,068,992	6/26/03
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 COMPLEMENTARY NETWORK	10/614,391 7,024,199	8/7/03
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	11/370,103 7,136,642	3/8/06
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	11/370,104 7,162,238	3/8/06
COMMUNICATION SYSTEM WITH WIRELESS ELECTRONIC MAIL OR MESSAGING INTEGRATED AND/OR ASSOCIATED WITH APPLICATION PROGRAM RESIDING ON REMOTE COMPUTING DEVICE	09/917,937 6,938,099	7/31/01
System For Local Monitoring	10/223,603	8/20/02

	6,904,363	
System For Local Monitoring	11/141,866 7,043,365	5/31/05
Portable Data Storage Module	11/436,880 7,401,741	5/18/06
Portable Data Storage Module	12/145,093	6/24/08
Environmental Monitoring	11/436,381	5/18/06
Fleet Management System	13/174,331	6/30/11
Computer Display Terminal	D306,720	3/20/1990
Portable Data Storage Module	20080251588	10/16/2008
Environmental condition monitoring of a container	20070267509	11/22/2007
Portable Data Storage Module	20070267473	11/22/2007
Data conduit	20060148613	8/17/2006

EXHIBIT C

Trademarks

<u>Trademark Description</u>	<u>Registration/ Application Number</u>	<u>Application Date</u>	<u>Registration Date</u>
CROSSBRIDGE SOLUTIONS	3,636,754	11/4/2004	6/9/2009
EXEC2000	2,750,274	2/11/2002	8/12/2003
GEOLOGIC	3,216,200	1/29/2003	3/6/2007
IMOTIENT SOLUTIONS	3,125,828	11/24/2004	8/8/2008
IMOTIENT SOLUTIONS (Stylized)	3,135,051	12/29/2004	8/29/2006
MOBILEMAX2	2,532,653	7/12/1999	1/22/2002
ROUTEVIEW	1,992,105	12/30/1994	8/6/1996
U-XAP	3,064,322	11/18/2003	2/28/2006
XATA	3,041,081	11/11/2004	1/10/2006
XATA	1,531,699	6/5/1987	3/28/1989
XATANET	3,023,645	11/11/2004	12/6/2005

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.