

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley & Co. LLC	FORMERLY Morgan Stanley & Co. Incorporated	07/26/2012	LIMITED LIABILITY COMPANY:

<b>RECEIVING PARTY DATA</b>	
Name:	Networkcar, Inc.
Street Address:	4510 Executive Drive, Suite 315
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 6</b>		
Property Type	Number	Word Mark
Registration Number:	2884432	CONNECT WITH YOUR INNER CAR
Registration Number:	2808703	KNOW WHAT YOUR CAR IS THINKING
Registration Number:	2810620	NETWORKCAR
Registration Number:	2897117	NETWORKCAR
Registration Number:	3221288	NETWORKFLEET
Registration Number:	3256508	CONNECT WITH YOUR FLEET. LOG ON.

<b>CORRESPONDENCE DATA</b>	
Fax Number:	7033513669
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	703-351-3080
Email:	lauren.lyles@verizon.com
Correspondent Name:	Janis M. Manning
Address Line 1:	1320 North Court House Road, 9th Floor
Address Line 4:	Arlington, VIRGINIA 22201

CH \$165.00 2884432

**TRADEMARK**

NAME OF SUBMITTER:	Janis M. Manning
Signature:	/janis m. manning/
Date:	08/03/2012
<b>Total Attachments: 4</b> source=Morgan Stanley Release of Networkcar#page1.tif source=Morgan Stanley Release of Networkcar#page2.tif source=Morgan Stanley Release of Networkcar#page3.tif source=Morgan Stanley Release of Networkcar#page4.tif	

**TRADEMARK RELEASE**

This release of security interest in United States trademarks (this "Release"), effective as of July 26, 2012, is granted by Morgan Stanley & Co. LLC (f/k/a Morgan Stanley & Co. Incorporated), with principal offices at 1585 Broadway, New York, New York 10036 (the "Grantee"), in its capacity as Collateral Agent, to NETWORKCAR, INC., (now, by change of name NETWORKFLEET, INC.) a Delaware corporation, with principal offices at 4510 Executive Drive, Suite 315, San Diego, California 92121 (the "Grantor"), as follows:

**WITNESSETH:**

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, dated as of March 31, 2008, by and among the Collateral Agent and the other parties thereto (as amended, modified, restated and/or supplemented from time to time, the "Guarantee and Collateral Agreement"), the Grant of Security Interest in United States Trademarks, dated March 31, 2008, by and between Grantor and the Collateral Agent (the "2008 Grant of Security Interest"), and the Grant of Security Interest in United States Trademarks, dated December 21, 2009, by and between Grantor and the Collateral Agent (with the Guarantee and Collateral Agreement and the 2008 Grant of Security Interest, the "Security Documents"), Grantor has heretofore granted to the Collateral Agent a security interest in (i) all of the Grantor's right, title and interest in, to and under the United States trademark, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Guarantee and Collateral Agreement) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated; and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same (collectively, the "Trademark Collateral"), which security interest was recorded on April

21, 2008 at Reel 003763, Frame 0201 and on December 21, 2009 at Reel 004118, Frame 0262 in the United States Patent and Trademark Office; and

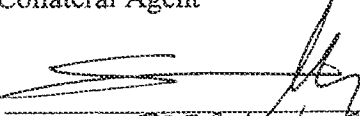
WHEREAS, pursuant to Section 7.13 of the Guarantee and Collateral Agreement, the Collateral Agent wishes to release and restore all right, title and interest in and to the Trademark Collateral to Grantor and to dissolve any and all liens and encumbrances respecting the Trademark Collateral under the Security Documents.

NOW, THEREFORE, for good and valuable consideration, the Collateral Agent hereby terminates, releases, discharges, quit claims and relinquishes unto Grantor its security interest in and lien on any and all right, title and interest in the Trademark Collateral. All capitalized terms used but not defined in this Release shall have the meanings ascribed to them in the Guarantee and Collateral Agreement.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the 26th day of July, 2012.

MORGAN STANLEY & CO. LLC  
as Collateral Agent

By   
Name: STEPHEN R. WANG  
Title: Executive Director

[Signature Page to Trademark Release for NETWORKCAR, INC.]

**SCHEDULE A**

**TRADEMARKS:**

<b>Trademark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>
CONNECT WITH YOUR INNER CAR	2884432	09-14-2004
KNOW WHAT YOUR CAR IS THINKING	2808703	01-27-2004
NETWORKCAR	2810620	02-03-2004
NETWORKCAR and Design	2897117	10-26-2004
NETWORKFLEET	3221288	03-27-2007
CONNECT WITH YOUR FLEET. LOG ON.	3256508	06-26-2007