

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plase HT, LLC		07/26/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Networkfleet, Inc.		
Street Address:	4510 Executive Drive, Suite 315		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
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.	
CORRESPONDENCE DATA			
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

NAME OF SUBMITTER:	Janis M. Manning
Signature:	/janis m. manning/
Date:	08/06/2012
<b>Total Attachments: 5</b> source=Plase HT Release of Networkfleet#page1.tif source=Plase HT Release of Networkfleet#page2.tif source=Plase HT Release of Networkfleet#page3.tif source=Plase HT Release of Networkfleet#page4.tif source=Plase HT Release of Networkfleet#page5.tif	

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of July 26, 2012 (this "Release"), is made by PLASE HT, LLC, a Delaware limited liability company with offices located at c/o Apollo Management, L.P., 1 Manhattanville Road, Suite 201, Purchase, New York 10577, as Collateral Agent (the "Assignor"), in favor of NETWORKFLEET, INC., a Delaware corporation (the "Assignee"). Capitalized terms used herein, but not defined herein, shall have the meanings ascribed to such terms in the Trademark Security Agreement (as defined below).

### W I T N E S S E T H:

**WHEREAS**, the Assignee and the Assignor are party to that certain Grant of Security Interest in United States Trademarks, dated as of December 17, 2009 (the "Trademark Security Agreement");

**WHEREAS**, pursuant to the Trademark Security Agreement, the Assignee granted to the Assignor, its successors and permitted assigns, for the ratable benefit of the Secured Creditors, a security interest (the "Security Interest") in (i) all of the Assignee's rights, title and interest in and to the Trademarks, including the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached thereto (the "Trademark Collateral") and (ii) all Proceeds and products of the Trademark Collateral;

**WHEREAS**, notwithstanding the foregoing, the Trademark Collateral did not include any lease, license, contract, property right or agreement (or any of its rights or interest thereunder) if and to the extent that the grant of the security interest would have, after giving effect to Sections 9-406, 9-407, 9-408 or 9-409 of the New York UCC (or any successor provision or provisions) or any other applicable law, constitute or result in the abandonment, invalidation or unenforceability of any right, title or interest of the Assignee therein, or any other items excluded from the definition of Collateral;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 18, 2009 at Reel/Frame No. 4117/0338; and

**WHEREAS**, the Assignor desires to terminate, discharge and release its Security Interest in all of the Assignee's rights, title and interest in and to the Trademark Collateral and all Proceeds and products of the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees with Assignee as follows:

The Assignor hereby terminates, releases and discharges fully its Security Interest in all of the Assignee's rights, title and interest in and to the Trademark Collateral, including the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto, and all Proceeds and products of the Trademark Collateral, and

reassigns and transfers any right, title and interest that the Assignor may have in the Trademark Collateral and all Proceeds and products of the Trademark Collateral to the Assignee.

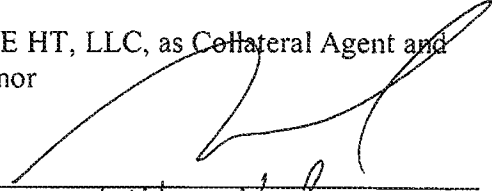
The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative to: (i) record this Release with the United States Trademark and Patent Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Trademark Collateral and all Proceeds and products of the Trademark Collateral, and/or (iii) otherwise file this Release. The Assignor further agrees to execute and deliver to the Assignee any and all further documents and instruments, and do any and all further acts which the Assignee (or its agents or designees) reasonably request in order to confirm this Release and the Assignee's rights, title an interest in or to the Trademark Collateral and all Proceeds and products of the Trademark Collateral.

This Release shall be governed by the laws of the State of New York applicable to agreements entered into and performed in such State.

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

IN WITNESS WHEREOF, the Assignor has duly executed and delivered, by its duly authorized officer, this RELEASE OF SECURITY INTEREST IN TRADEMARKS as of the date first written above.

PLASE HT, LLC, as Collateral Agent and Assignor

By:   
Name: Matthew Nord  
Title: Vice President

[Signature Page for Release of Security Interest in Trademarks - Networkfleet]

**TRADEMARK**  
**REEL: 004836 FRAME: 0092**

SCHEDULE A  
to  
RELEASE OF SECURITY INTEREST IN TRADEMARKS

See attached.

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION/APPLICATION NO.</u>
CONNECT WITH YOUR INNER CAR	2,884,432
KNOW WHAT YOUR CAR IS THINKING	2,808,703
NETWORKCAR	2,810,620
NETWORKCAR and Design	2,897,117
NETWORKFLEET	3,221,288
CONNECT WITH YOUR FLEET. LOG ON.	3,256,508