

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Roadnet Technologies, Inc.		05/22/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1467602	ROADNET
Registration Number:	1475779	ROADNET
Registration Number:	2312808	TERRITORY PLANNER
Registration Number:	2530080	MOBILECAST
Registration Number:	3342701	MOBILECAST ON TRACK
Registration Number:	3252833	MOBILECAST ON TRACK
Registration Number:	3146351	ROUTENET
Registration Number:	3130699	FLEETLOADER
Registration Number:	3360399	ROADNET INFO CENTER
Registration Number:	3169499	ROADNET 5000
Registration Number:	3265733	TERRITORY PLANNER
Registration Number:	3410305	ROADNET INFO CENTER
Registration Number:	3442891	ROADNET ANYWHERE
Registration Number:	3346214	ROADNET ANYWHERE

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Registration Number:	3346215	ROADNET ANYWHERE
Registration Number:	4156941	HOW TO DELIVER
Registration Number:	4156943	
Registration Number:	4156944	ROADNET TECHNOLOGIES
Registration Number:	4156945	ROADNET TECHNOLOGIES
Registration Number:	4156947	ROADNET TECHNOLOGIES HOW TO DELIVER

CORRESPONDENCE DATA

Fax Number: 3129021061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-599
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	05/22/2013

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 22, 2013, is made by Roadnet Technologies, Inc., a Delaware corporation (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 22, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder, consistent with the Grantor's obligations and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

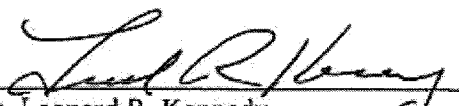
Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

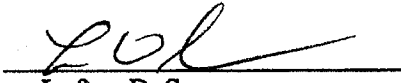
Very truly yours,

ROADNET TECHNOLOGIES, INC.,
as Grantor

By: 
Name: Leonard R. Kennedy
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Name: Lofton D. Spencer
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date
ROADNET	73640683	1/20/87	1467602	12/1/87
ROADNET	73668195	6/23/87	1475779	2/9/88
TERRITORY PLANNER	75303404	6/4/97	2312808	2/1/00
MOBILECAST	75329481	7/23/97	2530080	1/15/02
MOBILECAST ON TRACK	77052746	11/29/06	3342701	11/27/07
MOBILECAST ON TRACK	77053228	11/29/06	3252833	6/19/07
ROUTENET	78406463	4/22/04	3146351	9/19/06
FLEETLOADER	78406479	4/22/04	3130699	8/15/06
ROADNET INFO CENTER	78435771	6/15/04	3360399	12/25/07
ROADNET 5000	78435823	6/15/04	3169499	11/7/06
TERRITORY PLANNER	78435829	6/15/04	3265733	7/17/07
ROADNET INFO CENTER	78435880	6/14/04	3410305	4/8/08
ROADNET ANYWHERE	78916543	6/26/06	3442891	6/3/08
ROADNET ANYWHERE	78916551	6/26/06	3346214	11/27/07
ROADNET ANYWHERE	78916571	6/26/06	3346215	11/27/07
HOW TO DELIVER	85396525	8/12/11	4156941	6/12/12
DESIGN ONLY	85396630	8/12/11	4156943	6/12/12
ROADNET TECHNOLOGIES	85396699	8/12/11	4156944	6/12/12
ROADNET TECHNOLOGIES	85396792	8/12/11	4156945	6/12/12
ROADNET TECHNOLOGIES HOW TO DELIVER	85396982	8/12/11	4156947	6/12/12

TRADEMARK APPLICATIONS

None.

IP LICENSES

None.