

## 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
Wells Fargo Capital Finance, LLC		07/25/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Trafficmaster Limited		
Street Address:	One Market Street		
Internal Address:	Steuart Tower 23rd Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2992726	TRAFFICMASTER	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3128622208		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 N. LaSalle		
Address Line 2:	c/o Rob Soneson, Legal Assistant		
Address Line 4:	Chicago, ILLINOIS 60654		
NAME OF SUBMITTER:	Rob Soneson		
Signature:	/rsoneson/		

Date:

08/08/2013

**Total Attachments: 5**

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## RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS

This Release of Intellectual Property Security Interests (this "Release") is granted and conveyed as of July 25, 2013 by WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Assignor"), in favor of Traffimaster Limited (formerly known as Traffimaster PLC) a company organized under the laws of the United Kingdom ("Assignee").

WHEREAS, the Assignor and Assignee's parent company Teletrac Ltd, a company incorporated under the laws of England and Wales (f/k/a Vector Capital Limited) are parties to a Credit Agreement dated as June 2, 2010 (the "2010 Credit Agreement") and an Amended and Restated Credit Agreement dated July 23, 2012 (the "2012 Credit Agreement").

WHEREAS, pursuant to the 2010 Credit Agreement, Assignor and Assignee entered into the Trademark Security Agreement dated August 4, 2010 ("Trademark Security Agreement") wherein Assignee assigned to Assignor a security interest in certain of Assignee's patents and other Intellectual Property (as defined in the Security Agreement mentioned below) ("Trademark Collateral"), including the items listed on the attached Exhibit A ("Trademarks").

WHEREAS, pursuant to the 2012 Credit Agreement, Assignor and Assignee entered into a Patent Security Agreement dated as of July 23, 2012 ("Patent Security Agreement") wherein Assignee assigned to Assignor a security interest in certain of Assignee's patents and other Intellectual Property ("Patent Collateral"; together with the Trademark Collateral, the "IP Collateral"), including the items listed on the attached Exhibit B ("Patents").

WHEREAS, the United States Patent and Trademark Office ("PTO") recorded the Trademark Security Agreement against the Trademarks on August 6, 2010 at Reel/Frame 4255/0850.

WHEREAS, the PTO recorded the Patent Security Agreement against the Patents on July 23, 2012 at Reel/Frame 028619/0453.

WHEREAS, Assignee has satisfied all of its outstanding obligations under the Security Agreement between Assignor and certain affiliates of the Assignee dated August 3, 2010 and the Amended and Restated Security Agreement between the Assignor and certain affiliates of the Assignee dated July 23, 2012 and any other security documents between the parties hereto (collectively, the "Security Agreement"), and the parties seek to make a record of Assignor's release and assignment to Assignee of any and all of the rights it may have in the Intellectual Property.


NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties hereto acknowledge, Assignor hereby (1) releases, discharges and relinquishes, as of the date hereof, its security interests in the Assignee's Intellectual Property, including the IP Collateral, and (2) assigns to Assignee any and all of the rights it may have in the Assignee's Intellectual Property, including the IP Collateral. Assignor hereby specifically acknowledges that the Security Agreement is no longer effective and that it does not own any rights to or have any ownership interest in the Assignee's Intellectual Property, including the IP Collateral, and all of its rights and remedies with respect to the Assignee's Intellectual Property, including the IP Collateral, have been and are hereby extinguished.

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The Assignor shall take all further actions, and provide to the Assignee and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), at the sole cost and expense of the Assignee, reasonably requested by the Assignee to more fully and effectively effectuate the purposes of this Release.

Date: July 25, 2013

WELLS FARGO CAPITAL FINANCE, LLC

By: 

Name: Nichol Stuart

Title: Director

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State of California }  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, [notary name], personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to this Release of Intellectual Property Security Interest and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, WELLS FARGO CAPITAL FINANCE, LLC, on behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

Notary Public Seal

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## ACKNOWLEDGMENT

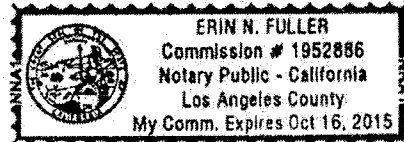
State of California  
County of Los Angeles )

On July 25, 2013 before me, Erin N. Fuller, Notary Public  
(insert name and title of the officer)

personally appeared Nichol Shuart  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Erin N. Fuller (Seal)

Exhibit A

United States Trademarks

Trademark	Reg. No./Date	App. No./Filed	Owner	Status
TRAFFICMASTER	2992726 9/6/2005	76/051058 5/18/2000	Trafficmaster Limited	Registered

Exhibit B

United States Patents

Title	Patent No.	Issue Date	Owner	Status
Navigation System	7742873	6/22/2010	Trafficmaster Limited	Granted
Navigation System	6950745	9/27/2005	Trafficmaster Limited	Granted

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