

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Omnitracs, Inc.		11/25/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Royal Bank of Canada
Street Address:	4th Floor, 20 King Street West
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Canadian chartered bank: CANADA

PROPERTY NUMBERS Total: 19		
Property Type	Number	Word Mark
Registration Number:	34407	
Registration Number:	89102	
Registration Number:	4226993	ACCIDENTS DON'T HAPPEN BY ACCIDENT.
Registration Number:	1936082	FLEET ADVISOR
Registration Number:	2880226	GLOBALTRACS
Registration Number:	2783151	OMNIEXPRESS
Registration Number:	2496868	OMNIEXPRESS
Registration Number:	4368639	OMNITRACS
Registration Number:	1839366	OMNITRACS
Registration Number:	1539151	OMNITRACS
Registration Number:	4159357	PREDICTING RISK. PREVENTING LOSS.
Registration Number:	1732760	QTRACS
Registration Number:	1752346	SENSORTRACS
Registration Number:	4310401	SYLECTDASH

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Registration Number:	4101935	SYLECTUS
Registration Number:	3661991	T2
Registration Number:	3563586	THE DRIVING CENTER DRIVING EXPERIENCE FO
Registration Number:	1583482	TRAILERTRACS
Registration Number:	90691	

CORRESPONDENCE DATA

Fax Number: 2136270705
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 213.683.5698
Email: MinetteTayco@paulhastings.com
Correspondent Name: Minette M. Tayco, c/o Paul Hastings LLP
Address Line 1: 515 S. Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: OMNI (78436.113): 2ND TR

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Minette M. Tayco

Signature: /Minette M. Tayco/

Date: 12/05/2013

Total Attachments: 6
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of November 25, 2013 (this "Trademark Security Agreement"), is made by the Pledgor that is a signatory hereto, in favor of Royal Bank of Canada, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of November 25, 2013 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among Coronado Holdings, LLC, a Delaware limited liability company, as borrower (the "Initial Borrower"), and upon consummation of the Closing Date Acquisition, Omnitrac, Inc., a Delaware corporation ("Target"), as co-borrower (Target and Initial Borrower collectively, the "Borrowers" and each a "Borrower"), Coronado Guarantor, LLC, a Delaware limited liability company, as guarantor, the subsidiary guarantors upon becoming party thereto and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

- (a) all Trademarks of the Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in

Second Lien Security Agreement

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the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations and unasserted expense reimbursement obligations, and that, pursuant to the provisions of the Credit Agreement and the other Loan Documents, survive the termination thereof), the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by the Pledgor, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 8. Priority of Security Interests

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to the Collateral Agent (or permitted successor collateral agent), pursuant to or in connection with the First Lien Credit Agreement, dated as of November 25, 2013, among Holdings, the Borrowers, the lenders from time to time party thereto, Royal Bank of Canada, as administrative agent and collateral agent and the other parties thereto, as further amended, restated, amended and restated, replaced, extended, renewed, refinanced, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Junior Lien

Intercreditor Agreement dated as of November 25, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Junior Lien Intercreditor Agreement”), among Royal Bank of Canada, as First Lien Collateral Agent, Royal Bank of Canada, as Second Lien Collateral Agent, Holdings, the Borrowers and the Subsidiaries of Holdings from time to time party thereto and affiliated entities party thereto. In the event of any conflict between the terms of the Junior Lien Intercreditor Agreement and the terms of this Agreement, the terms of the Junior Lien Intercreditor Agreement shall govern.

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

OMNITRACS, INC.

By: 

Name: Christian B. Sowul

Title: President

[Signature Page to Second Lien Trademark Security Agreement]

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Accepted and Agreed:

ROYAL BANK OF CANADA,
as Collateral Agent

By:


Name: **Rodica Dutka**
Title: **Manager, Agency**

[Signature Page to Second Lien Trademark Security Agreement]

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SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Omnitracs, Inc.	34407	OMNITRACS
Omnitracs, Inc.	89102	OMNITRACS
Omnitracs, Inc.	4226993	ACCIDENTS DON'T HAPPEN BY ACCIDENT.
Omnitracs, Inc.	1936082	FLEET ADVISOR
Omnitracs, Inc.	2880226	GLOBALTRACS
Omnitracs, Inc.	2783151	OMNIEXPRESS
Omnitracs, Inc.	2496868	OMNIEXPRESS
Omnitracs, Inc.	4368639	OMNITRACS
Omnitracs, Inc.	1839366	OmniTRACS & Design
Omnitracs, Inc.	1539151	OmniTRACS (Stylized)
Omnitracs, Inc.	4159357	PREDICTING RISK. PREVENTING LOSS.
Omnitracs, Inc.	1732760	QTRACS
Omnitracs, Inc.	1752346	SENSORTRACS
Omnitracs, Inc.	4310401	SYLECTDASH
Omnitracs, Inc.	4101935	SYLECTUS
Omnitracs, Inc.	3661991	T2
Omnitracs, Inc.	3563586	THE DRIVING CENTER DRIVING EXPERIENCE FOR LIFE & Design (color)
Omnitracs, Inc.	1583482	TRAILERTRACS (Stylized)
Omnitracs, Inc.	90691	TRAILERTRACS