

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
General Electric Capital Corporation		12/19/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Roadnet Technologies, Inc.
Street Address:	849 Fairmount Ave.
Internal Address:	Suite 400
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21286
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

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Registration Number:	3346214	ROADNET ANYWHERE
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: 2123553333
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-813-8800
Email: NY-TM-Admin@goodwinprocter.com
Correspondent Name: GOODWIN PROCTER LLP/Janis Nici
Address Line 1: 620 Eighth Avenue
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	126908222998
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	01/03/2014

Total Attachments: 4
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE is made as of December 19, 2013 by **GENERAL ELECTRIC CAPITAL CORPORATION**, as administrative agent (“**Agent**”) in favor of **ROADNET TECHNOLOGIES, INC.**, a Delaware corporation (the “**Grantor**”).

WITNESSETH:

WHEREAS, Agent and the Grantor are parties to that certain Trademark Security Agreement dated as of May 22, 2013 (the “**Trademark Security Agreement**”), pursuant to which the Grantor granted a security interest to Agent, for the benefit of certain lenders, in the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks set forth on Schedule 1 hereto (collectively, the “**Secured Trademarks**”), as security for certain obligations owing by the Grantor to Agent and certain lenders; and

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 22, 2013, at Reel 5032; Frame 0871; and

WHEREAS, the Grantor has paid all of its outstanding indebtedness to Agent and has requested that Agent release its lien on and security interest in the Secured Trademarks.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby terminates the Trademark Security Agreement and terminates, cancels and releases its security interest in all of the Grantor’s right, title and interest in and to the Trademark Collateral, including, without limitation, the following Secured Trademarks:

(i) each trademark, each application for trademark and each license listed on Schedule 1 annexed hereto, together with any renewals or extensions thereof;

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

(iii) 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.

2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest it may have in and to the Trademark Collateral, including the Secured Trademarks.


3. Agent agrees, at the Grantor's expense, to cooperate with the Grantor, its successors, assigns or other legal representatives and to provide the Grantor with the information and additional authorization reasonably requested by the Grantor to affect the release of the Agent's security interest in and lien on the Trademark Collateral, including the Secured Trademarks.

4. This Trademark Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, Agent has caused this Trademark Release to be executed as of the day and year first above written.

**GENERAL ELECTRIC CAPITAL
CORPORATION**

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

Trademark Release

SCHEDULE 1

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.