

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROAD-iQ, LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank Of Montreal		
Street Address:	c/o BMO Harris Bank N.A.		
Internal Address:	770 North Water Street		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	chartered bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4253784	ROAD-IQ	
CORRESPONDENCE DATA			
Fax Number:	4149788675		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	414 277 5675		
Email:	marta.levine@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	630027.00408		
NAME OF SUBMITTER:	Marta S. Levine		
SIGNATURE:	/MartaLevine/		
DATE SIGNED:	10/09/2014		
Total Attachments: 4			
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TRADEMARK

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Assignment") is made effective as September 30, 2014, by and from **ROAD-iQ, LLC**, a Delaware limited liability company (the "Assignor"), whose principal address is 2405 South Calhoun Road, New Berlin, WI 53151-2709, to and in favor of **BANK OF MONTREAL**, a Canadian chartered bank acting through its Chicago branch, whose principal address is c/o BMO Harris Bank N.A., 770 North Water Street, Milwaukee, Wisconsin 53202.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee a security interest in all of Assignor's personal property and assets;

WHEREAS, Assignor has adopted, used and is using the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. The Security Interest.

(a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Trademarks acquired under this Confirmatory Assignment.

(b) The Assignor hereby assigns and grants to Assignee a security interest in (1) all of Assignor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill of the businesses with which the Trademarks are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

(c) The rights and remedies of Assignee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any

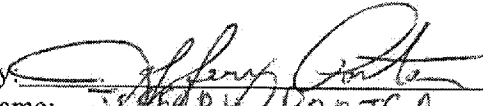
provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

3. GOVERNING LAW. THIS CONFIRMATORY ASSIGNMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS CONFIRMATORY ASSIGNMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

(signature pages follow)

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

ROAD-iQ, LLC

By: 
Name: JEFFREY PORTER
Title: CEO

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ROAD-IQ	4253784	December 4, 2012