

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM319883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		10/10/2014	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	GlobalTrak, LLC		
Street Address:	395 W. Passaic Street		
Internal Address:	Suite 325		
City:	Rochelle Park		
State/Country:	NEW JERSEY		
Postal Code:	07662		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3091104	GLOBALTRAK	
CORRESPONDENCE DATA			
Fax Number:	2128225303		
<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:	(212) 530-5303		
Email:	BGilson@milbank.com		
Correspondent Name:	BLAKE H. GILSON		
Address Line 1:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 2:	1 Chase Manhattan Plaza, 47th Floor		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	39997.00600		
NAME OF SUBMITTER:	Blake H. Gilson		
SIGNATURE:	/bhg/		
DATE SIGNED:	10/13/2014		
Total Attachments: 4			
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TRADEMARK

FIRST LIEN TRADEMARK SECURITY INTEREST RELEASE AGREEMENT

This FIRST LIEN TRADEMARK SECURITY INTEREST RELEASE AGREEMENT (this “**Trademark Security Release**”) dated October 10, 2014, is made by U.S. Bank National Association, as collateral agent for the benefit of the Note Holders (in such capacity, together with its successors in such capacity, the “**Collateral Agent**”) in favor of GlobalTrak, LLC (the “**Grantor**”). All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Security Agreement.

WHEREAS, the Borrower entered into that certain First Lien Pledge and Security Agreement dated as of January 4, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Borrower, each of the subsidiaries of the Borrower party thereto and the Collateral Agent, as collateral agent for the Note Holders;

WHEREAS, pursuant to the Security Agreement, the Grantor executed a Grant of Security Interest in Trademarks, dated as of January 4, 2013 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Trademark Security Agreements**”), whereby the Grantor granted to the Collateral Agent for the ratable benefit of the Note Holders a security interest in and to certain intellectual property of the Grantor;

WHEREAS, the Trademark Security Agreements were recorded with the Trademark Division of the United States Patent and Trademark Office on May 15, 2013 at Reel 5028 and Frame 0301;

WHEREAS, in accordance with the terms of the Payoff Letter (the “**Payoff Letter**”) dated on or about the date of this Trademark Security Release and given by the Collateral Agent, the obligations secured by the Collateral (as defined below) have been repaid or otherwise satisfied to the extent set forth in the Payoff letter; and

WHEREAS, the Collateral Agent therefore desires to release its security interest in and to the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

SECTION 1. Release of Grant of Security. The Collateral Agent hereby releases to the Grantor its security interest in all of the Grantor’s right, title and interest in and to the following (the “**Collateral**”):

(i) all trademarks and service mark rights, including, without limitation, the trademark and service mark registrations set forth in Schedule A hereto, together with the goodwill symbolized thereby (the “**Trademarks**”);

(ii) all renewals of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Recordation. The Collateral Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Release.

SECTION 3. Governing Law. This Trademark Security Release shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the conflict of laws rules thereof (to the extent such principles or rules are not mandatorily applicable by statute or would require or permit the application of the laws of another jurisdiction).

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IN WITNESS WHEREOF, the Collateral Agent has caused this Trademark Security Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

U.S. BANK NATIONAL
ASSOCIATION, as Collateral Agent

By: 

Name:

Title:

Michael M. Hopkins
Vice President

Schedule A

Trademarks

Registrations

Registration Number

3,091,104

Issue Date

09-MAY-2006

Mark

GLOBALTRAK