

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321604

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PARTNERS FOR GROWTH II, L.P.		10/29/2014	LIMITED LIABILITY PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	XRS Corporation (formerly known as Xata Corporation)		
<b>Street Address:</b>	965 Prairie Center Drive		
<b>City:</b>	Eden Prairie		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55344		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1531699	XATA	
<b>Registration Number:</b>	2375771	OPCENTER	
<b>Registration Number:</b>	3023645	XATANET	
<b>Registration Number:</b>	3041081	XATA	
<b>Serial Number:</b>	78515399	XATA MOBILESYNC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	susan.zablocki@kirkland.com		
<b>Correspondent Name:</b>	Susan Zablocki		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	17196-2		
<b>NAME OF SUBMITTER:</b>	Susan Zablocki		
<b>SIGNATURE:</b>	/susan zablocki/		
<b>DATE SIGNED:</b>	10/29/2014		
<b>Total Attachments: 3</b>			

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "**Release**") is made as of 10/29/14, ("**Effective Date**") by and between by and between **PARTNERS FOR GROWTH II, L.P.** ("**Assignee**"), and **XRS CORPORATION** (formerly known as **XATA CORPORATION**), a Minnesota corporation, with its principal office at 965 Prairie Center Drive, Eden Prairie, MN 55344 ("**Assignor**").

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Collateral Agreement and Notice by and between Assignor and Assignee dated January 31, 2008 (the "**Trademark Security Agreement**"), Assignor granted to Assignee a continuing security interest in and to all of Assignor's right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, owned by Assignor (collectively, the "**Trademarks**"), including, without limitation, the United States trademark registrations and applications set forth on Schedule A attached hereto, in each case, together with the goodwill associated therewith;

**WHEREAS**, Assignor and Assignee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Loan and Security Agreement by and between Assignor and Assignee dated January 31, 2008, and certain other loan documents referenced therein (collectively, the "**Loan Documents**");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("**PTO**") on January 31, 2008, at Reel/Frame 3708/0598; and

**WHEREAS**, Assignor has paid all of its outstanding indebtedness to Assignee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee hereby terminates the Trademark Security Agreement and the Loan Documents, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Assignee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register any trademark, other than those Trademarks set forth on Schedules A (attached hereto), in any jurisdiction throughout the world, other than such filings made in the United States Patent and Trademark Office.

Assignee shall, at Assignor's expense, take all further actions, and provide to Assignor, 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), requested by Assignor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**PARTNERS FOR GROWTH II, L.P.**

\_\_\_\_\_  
Name: John Deery

Title: Manager, Partners for Growth II, LLC  
Its General Partner

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

1	Serial #: 73664838 Mark: XATA	Filing Dt: 06/05/1987	Reg #: 1531699	Reg. Dt: 03/28/1989
2	Serial #: 75432982 Mark: OPCENTER	Filing Dt: 02/12/1998	Reg #: 2375771	Reg. Dt: 08/08/2000
3	Serial #: 78515216 Mark: KATANET	Filing Dt: 11/11/2004	Reg #: 3023645	Reg. Dt: 12/06/2005
4	Serial #: 78515217 Mark: XATA	Filing Dt: 11/11/2004	Reg #: 3041081	Reg. Dt: 01/10/2006
5	Serial #: 78515399 Mark: XATA MOBILESYNC	Filing Dt: 11/11/2004	Reg #: NONE	Reg. Dt: