

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327074

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Medley Capital Corporation, as Collateral Agent | | 12/22/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | KA FleetOne, Inc. | | |
| Street Address: | 1331 North California Blvd., Suite 150 | | |
| City: | Walnut Creek | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94596 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2930952 | KELLEY FLEET SERVICES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4156932222 | | |
| <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: | 4156932000 | | |
| Email: | crhem@cooley.com | | |
| Correspondent Name: | Cooley LLP | | |
| Address Line 1: | 101 California Street, 5th Floor | | |
| Address Line 4: | San Francisco, CALIFORNIA 94111 | | |
| ATTORNEY DOCKET NUMBER: | 316552-103 KELLEYAMERIT | | |
| NAME OF SUBMITTER: | C. Rhem | | |
| SIGNATURE: | /CR/ | | |
| DATE SIGNED: | 12/22/2014 | | |
| Total Attachments: 3 | | | |
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RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST**, dated as of December 22, 2014 (this "Release"), is made by Medley Capital Corporation, as collateral agent ("Collateral Agent"), in favor of KA FleetOne, Inc. ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of December 21, 2011 and recorded with the United States Patent and Trademark Office on January 11, 2012 at **Reel/Frame 4697/0134** (as amended, amended and restated, supplemented or otherwise modified, the "Trademark Security Agreement"), made by Grantor in favor of the Collateral Agent, Grantor pledged and assigned to Collateral Agent a first priority security interest in the trademarks listed on Schedule 1 attached hereto (collectively, the "Trademarks"), together with, among other things, the Trademark Collateral (as defined in the Trademark Security Agreement).


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby (i) terminates the Trademark Security Agreement, (ii) releases, without any representation, warranty, assurance, recourse or undertaking by Collateral Agent, any and all liens on and security interests in Grantor's Trademark Collateral granted pursuant to the Trademark Security Agreement, including the Trademark Collateral listed on Schedule 1 hereto and (iii) reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Collateral Agent, all of Collateral Agent's right, title and interest, if any, in and to Grantor's Trademark Collateral granted pursuant to the Trademark Security Agreement, including the Trademark Collateral listed on Schedule 1 hereto.

Collateral Agent shall take all further actions, and provide to Grantor, 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), at the expense of Grantor and requested by Grantor to more fully and effectively effectuate the purposes of this Release.

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

MEDLEY CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Richard T. Allorto
Title: CFO

SCHEDULE I

REGISTERED UNITED STATES TRADEMARKS

| Trademark | Record Owner | Registration Number |
|-----------------------|-------------------|---------------------|
| Kelley Fleet Services | KA FleetOne, Inc. | 2930952 |