

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327344

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Medifleet, Inc.		12/22/2014	CORPORATION: CONNECTICUT
Scriptfleet, Inc.		12/22/2014	CORPORATION: FLORIDA
Partsfleet, Inc.		12/22/2014	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BNP Paribas		
<b>Street Address:</b>	787 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Société Anonyme: FRANCE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3373612	MEDIFLEET	
<b>Registration Number:</b>	3948484	PARTSFLEET	
<b>Registration Number:</b>	3945118	FLEETGISTICS	
<b>Registration Number:</b>	4096538	SCRIPTFLEET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<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>Phone:</b>	2127353000		
<b>Email:</b>	justin.selle@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Ken Kumayama, Esq.		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	055660/0086		
<b>NAME OF SUBMITTER:</b>	Ken Kumayama		
<b>SIGNATURE:</b>	/Ken Kumayama/		

CH \$115.00 3373612

<b>DATE SIGNED:</b>	12/26/2014
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**Total Attachments: 4**

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## GRANT OF TRADEMARK SECURITY INTEREST

December 22, 2014

**WHEREAS, MEDIFLEET, INC.**, a Connecticut corporation, **PARTSFLEET, INC.**, a Florida corporation and **SCRIPTFLEET, INC.**, a Florida corporation (collectively, the “**Grantors**”, each individually, a “**Grantor**”), each own and use in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS, FLEETGISTICS ENTERPRISES, INC.**, a Delaware corporation (“**Company**”), has entered into the Amended and Restated Credit Agreement, dated as of the date hereof (said Amended and Restated Credit Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein not otherwise defined herein shall have the meanings ascribed therein), with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”) and BNP Paribas, as Administrative Agent for and representative of the Lenders (in such capacity, “**Collateral Agent**”), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS**, Grantors have executed and delivered that certain Amended and Restated Subsidiary Guaranty dated as of the date hereof (said Amended and Restated Subsidiary Guaranty, as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty**”), in favor of Collateral Agent for the benefit of the Beneficiaries, pursuant to which Grantors have guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents; and

**WHEREAS**, pursuant to the terms of the Amended and Restated Security Agreement, dated as of the date hereof (said Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantors, Collateral Agent and the other grantors named therein, Grantors have created in favor of Collateral Agent a security interest in, and Collateral Agent has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantors to Collateral Agent pursuant to the Security Agreement, Grantors hereby grant to Collateral Agent a security interest in all of Grantors’ right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantors now have or hereafter acquire an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all rights, title and interests (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by each Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and

applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries and all goodwill of each Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" shall have the meaning assigned to the term "Proceeds" in the UCC.

Grantors do hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

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

MEDIFLEET, INC.

By: David B Hunter  
Name: David Hunter  
Title: Treasurer

PARTSFLEET, INC.

By: David B Hunter  
Name: David Hunter  
Title: Treasurer

SCRIPTFLEET, INC.

By: David B Hunter  
Name: David Hunter  
Title: Treasurer

Grant of Trademark Security Interest

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**UNITED STATES TRADEMARKS:**

Registrations:

<b>Owner</b>	<b>Registration Number</b>	<b>Description</b>
Medifleet, Inc.	3373612	Medifleet
Partsfleet, Inc.	3948484	Partsfleet
Partsfleet, Inc	3945118	Fleetgistics
Scriptfleet, Inc.	4096538	Scriptfleet