

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340101

<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>
SQUARE 1 BANK		04/30/2015	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DRIVEFACTOR, INC.		
<b>Street Address:</b>	5300 Hickory Park Drive		
<b>Internal Address:</b>	Suite 220		
<b>City:</b>	Glen Allen		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23059		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4048739	DRIVE IQ	
<b>Registration Number:</b>	4341050	DRIVEFACTOR	
<b>Registration Number:</b>	4555746	MYDRIVINGPLUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193541278		
<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>	919-314-3086		
<b>Email:</b>	loandocsdept@square1bank.com		
<b>Correspondent Name:</b>	Square 1 Bank		
<b>Address Line 1:</b>	406 Blackwell Street		
<b>Address Line 2:</b>	Suite 240		
<b>Address Line 4:</b>	Durham, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	LEE CONNER		
<b>SIGNATURE:</b>	/LEE CONNER-adb/		
<b>DATE SIGNED:</b>	05/01/2015		
<b>Total Attachments: 2</b>			
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**RELEASE OF SECURITY INTEREST**

This Release of Security Interest is made as of April 30, 2015, by **SQUARE 1 BANK** ("Lender") in favor of **DRIVEFACTOR, INC.**, a Delaware corporation ("Company") with its principal place of business located at 5300 Hickory Park Drive, Suite 220, Glen Allen, VA 23059.

Recitals

WHEREAS Company granted to Lender a security interest in its copyrights, patents and trademarks, including without limitation the trademarks described on Exhibit A attached hereto, (collectively, the "Intellectual Property") under an Intellectual Property Security Agreement dated as of November 29, 2012 (the "Security Agreement"), and recorded with the US Patent and Trademark Office as set forth on Exhibit A.

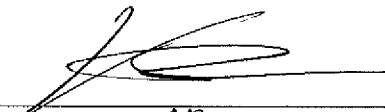
WHEREAS Company has no outstanding obligations to Lender under the terms of the Security Agreement, Lender agrees to release its security interest in the Intellectual Property.

Agreement

Now therefore, Lender agrees that it terminates and releases its security interest in the Intellectual Property and reassigns to Company, without warranty or recourse, all interest of Lender in the Intellectual Property.

**LENDER:**

**SQUARE 1 BANK**

  
Name:           VTC DEM            
Title:           SVP          

406 Blackwell Street  
Suite 240  
Durham, NC 27701

**EXHIBIT A**

**Trademarks**

Lender's security interest in the following trademarks was recorded at the US Patent and Trademark Office on **November 30, 2012** at Reel and Frame Number **4910/0334**:

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
DRIVE IQ	4048739	11/01/2011
DRIVEFACTOR	4341050	05/28/2013

Lender's security interest in the following trademarks was recorded at the US Patent and Trademark Office on **January 13, 2014** at Reel and Frame Number **5191/0793**:

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
MYDRIVINGPLUS	4555746	06/24/2014