# CH \$40.00 110131

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM361570

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		10/26/2015	CORPORATION: CALIFORNIA

# **RECEIVING PARTY DATA**

Name:	Mix Telematics North America	
Also Known As:	f/k/a Tripmaster Corporation	
Street Address:	2940 Highway 360 N.	
City:	Grand Prairie	
State/Country:	TEXAS	
Postal Code:	75050	
Entity Type:	CORPORATION: TEXAS	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	1101312	TRIPMASTER	

# **CORRESPONDENCE DATA**

**Fax Number:** 5616596313

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.

**Phone:** 561-653-5000

**Email:** peter.chiabotti@akerman.com, angela.martin@akerman.com

Correspondent Name: Akerman LLP Address Line 1: P.O. Box 3188

Address Line 4: West Palm Beach, FLORIDA 33402-3188

ATTORNEY DOCKET NUMBER:	0278867
NAME OF SUBMITTER:	Peter A. Chiabotti
SIGNATURE:	/Peter A. Chiabotti/
DATE SIGNED:	11/06/2015

# **Total Attachments: 6**

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# Intellectual Property Release Of Security Interest

This Intellectual Property Release Of Security Interest is made as of September 29, 2008, by Silicon Valley Bank ("Bank").

# WITNESSETH

Whereas, Bank and Mix Telematics North America, Inc., f/k/a Tripmaster Corporation, a Texas corporation ("Grantor"), were parties to that certain Loan and Security Agreement dated as of December 17, 2013, as amended, supplemented, renewed, extended, replaced, modified or restated from time to time (the "Loan and Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan and Security Agreement), pursuant to which Grantor granted a security interest to Bank in, among other things, Collateral, including the Intellectual Property Collateral as set forth on Schedules 1 and 2 hereto (and as more fully defined in the Loan and Security Agreement) as security for certain obligations; and

Whereas, in connection with the Loan and Security Agreement, Bank and Grantor were parties to that certain Intellectual Property Security Agreement dated December 17, 2003, which was recorded by (i) the Trademark Assignment Recordation Branch of the United States Patent and Trademark Office on February 9, 2004 at Reel 2912, Frame 0779, and (ii) the Patent Assignment Recordation Branch of the United States Patent and Trademark Office on February 9, 2004 at Reel 14964, Frame 528; and

Whereas, Grantor requested that Brank release its security interest in the Collateral and reassign the same to Grantor;

Now Therefore, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Bank hereby releases its security interest in all of Grantor's right, title and interest in and to the Collateral, including all of the following:
  - a. all of its trademarks and all Intellectual Property licenses providing for the grant by or to the Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto (provided that no security interest shall be granted in any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed));
  - b. all of its patents and all Intellectual Property licenses providing for the grant by or to the Grantor of any right under any patent, including, without limitation, those referred to on Schedule 2 hereto;
    - c. all renewals and extensions of the foregoing;
  - d. all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
  - e. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all

(36200455;i) Page 1 of 6

rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

- 2. Bank hereby reassigns, grants and conveys to Grantor, all of Bank's right, title and interest in and to the Collateral.
- 3. Bank agrees that it shall execute all other documents and do all other acts necessary to terminate the Loan and Security Agreement and effect the release of such right, title and interest to Grantor.

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Page 2 of 6

{36200455;1}

In Witness Whereof, Bank has caused this Intellectual Property Release of Security Interest to be duly executed by its duly authorized officer effective as of the day and year first above written.

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Name: <u>Drivn K. Br</u>swin

Title: Maraging Director

Date: 0 - 26 - 15

# Schedule I Trademarks

egistration Date 565,201 /30/2002	Dead
	Dead
/30/2002	
762,323	Dead
/09/2003	
759,569	Dead
/02/2003	
762,322	Dead
/09/2003	
762,321	Dead
/09/2003	
759,472	Dead
/02/2003	
759,471	Dead
/02/2003	
263,474	Dead (USPTO
/10/1984	Records state
	"Alive" but wasn't
	renewed in 2014.)
01,312	Alive
/05/1978	
	762,323 709/2003 759,569 702/2003 762,322 709/2003 762,321 709/2003 759,472 702/2003 759,471 702/2003 763,474 701/1984

(36200455(4) Page 4 of 6

# Schedule 2 Patents

Docket No.	Country	Title	Serial No.	Patent No.	Status
65474-0003	United States	Communication Systems For Geo-Cell Based Vehicle Information System	08/828,016 03/27/97	n/a	Dead
65474-0604	United States	System For Monitoring Vehicle Efficiency And Vehicle Driver Performance	08/828,015 03/27/97	6,253,129 06/26/01	Alive
65474-0034	United States	Communication Systems For Geo-Cell Based Vehicle Information System	09/790,297 02/22/01	n/a	Dead  Continuation of 08/828,015
65474-0015	United States	System And Method For Monitoring And Reporting Out Of Route Mileage For Long Haul Trucks	07/633,639 12/21/90	5,068,656 11/26/91	Dead Expired 12/21/10
65474-0030	Germany	Foreign Patent based on U.S. Patent 5,068,656	913108155 11/25/91	691218722 09/04/96	Dead
65474-9016	United States	Data Input Module	06/496,041 05/19/83	4,521,679 06/04/85	Dead Expired 05/19/03
65474-0017	United States	System For Accurately Determining The Mileage Traveled By A Vehicle Within A State Without Human Intervention	08/019,714 02/19/93	5,359,528 10/25/94	Dead Expired 02/19/13
65474-0018	United States	Trip Recorder Operation and Memory Retention Extension Through Multiple Battery Backup And A Load Shedding Strategy Triggered By A Primary Power Interruption	07/591,163 10/01/90	5,191,529 03/02/93	Dead Expired 10/01/10
65474-0019	United States	Satellite Communication And Truck Driver Bonus Notification And Awards System	08/114,254 08/30/93	5,394,136 02/28/95	Dead Expired 08/30/13
65474-0020	United States Method And Apparatus For t		07/508,378 04/12/90	5,224,211 06/29/93	Dead Expired 06/29/10
65474-0029	Australia	Foreign Patent based on U.S. 72752/91 646435		646435 06/10/94	Dead
65474-0028	Canada	Foreign Patent based on U.S. Patent 5,224,211	2037749 03/08/91	2037749 08/19/95	Dead
65474-0021	United States	Remote Vehicle Communications System And Method	08/231,862 04/22/94	5,396,540 03/07/95	Dead Expired 07/23/12
65474-0022	United States	System For Accurately Determining The Mileage Traveled By A Vehicle Within A State Without Human	08/328,982 10/24/94	5,612,875 03/18/97	Dead Expired 02/19/13

(36200455)1) Page 5 of 6

		Intervention			Continuation of 5,359,528
65474-0023	United States	Design	07/501,634 03/30/90	DES 331,572 12/08/92	Dead Expired 12/08/06
65474-0024	United States	Mileage And Fuel Consumption Determination For Geo-Cell Based Vehicle Information Management	08/828,017 03/27/97	5,928,291 07/27/99	Alive

<sup>\*</sup>Continuation of USSN 919002, filed 07/23/92

(36206455;1) Page 6 of 6

**RECORDED: 11/06/2015**