

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444953

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Partsfleet, Inc.		09/28/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	FIDUS MEZZANINE CAPITAL, L.P.		
Street Address:	1603 Orrington Ave., Suite 1005		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3945118	FLEETGISTICS	
Registration Number:	3948484	PARTSFLEET	
CORRESPONDENCE DATA			
Fax Number:	7043784000		
<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:	7043778156		
Email:	jcarusone@robinsonbradshaw.com		
Correspondent Name:	Jennifer Carusone		
Address Line 1:	101 N. Tryon St., Suite 1900		
Address Line 2:	Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	09/28/2017		
Total Attachments: 2			
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CH \$65.00 3945118


**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

WHEREAS, PARTSFLEET, INC., a Florida Corporation (the “Pledgor”), is the owner of the trademark applications and registrations listed on Schedule A attached hereto, (all such trademarks, registrations and applications, collectively, the “Trademarks”) and is the owner of the patents and patent applications listed on Schedule A attached hereto (all such patents, registrations and applications, collectively, the “Patents”); and

WHEREAS, the Pledgor has entered into an Amended and Restated Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the “Security Agreement”), dated as of September 28, 2017, in which the Pledgor has agreed with **FIDUS MEZZANINE CAPITAL, L.P.**, as Collateral Agent (the “Collateral Agent”), with offices at 1603 Orrington Avenue, Suite 1005, Evanston, IL 60201, to execute this Grant;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Collateral Agent a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks. This Grant has been given in conjunction with the security interest granted to the Collateral Agent under the Security Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

PARTSFLEET, INC.



By: _____

Name: Walter P. Maner, IV

Title: Secretary

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
Partsfleet, Inc.	FLEETGISTICS	3945118 (Serial No. 77776937)	USA	4/12/2011
Partsfleet, Inc.	PARTSFLEET	3948484 (Serial No. 77776949)	USA	4/19/2011

PATENTS AND PATENT APPLICATIONS

None.