

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release and Termination of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tree Line Capital Partners, LLC		11/21/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PeopleNet Corporation		
Street Address:	5163 Roswell Road		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30342		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1856410	PEOPLENET	
Registration Number:	4060709	PEOPLENET	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Brandon Coyle c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	112451.00802 BRC		
NAME OF SUBMITTER:	Brandon R. Coyle		
SIGNATURE:	/brandonrcoyle/		
DATE SIGNED:	11/27/2017		
Total Attachments: 3			
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RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is dated as of November 21, 2017, by TREE LINE CAPITAL PARTNERS, LLC, a Delaware limited liability company, in its role as collateral agent (in such capacity, the “Collateral Agent”), in favor of PEOPLENET CORPORATION, a Georgia corporation (the “Pledgor”).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Collateral Security Agreement made by the Pledgor in favor of the Collateral Agent, dated July 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), the Collateral Agent was granted a continuing security interest in and to all of Pledgor’s right, title and interest in and to the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademarks set forth on Schedule A attached hereto, and all goodwill associated therewith (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded on July 1, 2016 at the United States Patent and Trademark Office at Reel 5826, Frame 0932;

WHEREAS, pursuant to the Payoff Letter, dated as of November 21, 2017, by and between, among others, the Collateral Agent and the Pledgor, the Pledgor has requested and the Collateral Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby, in each case, without representation or warranty of any kind whatsoever, (a) terminate the Trademark Security Agreement and the liens and security interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its security interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in, to and under the Trademark Collateral, including the goodwill of the business symbolized by the Trademark Collateral. The Collateral Agent hereby authorizes the Pledgor, and any of its designees, to file this Release and other necessary filings with the United States Patent and Trademark Office, and shall take all further actions (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by and at the sole expense of the Pledgor, to effect the release and termination of the security interest in the Trademark Collateral and of the Trademark Security Agreement contemplated hereby.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the party hereto has caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

TREE LINE CAPITAL PARTNERS, LLC,
as Collateral Agent

By: 
Name: Jon Schroeder
Title: Managing Partner

[Release of Trademark Security Agreement]

SCHEDULE A

Owner	Trademark	Application Number	Filing Date	Reg. Number	Reg. Date
PeopleNet Corporation	PEOPLENET	74/358,767	2/16/1993	1,856,410	9/27/1994
PeopleNet Corporation	PEOPLENET	77/955,216	3/10/2010	4,060,709	11/22/2011