

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Agreement of Reel/Frame 5392/0537		
SEQUENCE:	6		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROYAL BANK OF CANADA		03/23/2018	Bank: CANADA
RECEIVING PARTY DATA			
Name:	XRS CORPORATION		
Street Address:	717 N. Harwood Street, Suite 1300		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85745643	XRS	
Serial Number:	86070060	XRS	
Serial Number:	78515216	XATANET	
Serial Number:	78515217	XATA	
Serial Number:	73664838	XATA	
Serial Number:	75432982	OPCENTER	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	MELONY SOT		
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F176179 TM RLSE 2L Omni 6		
NAME OF SUBMITTER:	Alan Delaney		
SIGNATURE:	/Alan Delaney/		

OP \$165.00 85745643

DATE SIGNED:	03/26/2018
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Total Attachments: 7

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**RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this “**Release**”), dated as of March 23, 2018 is made by **ROYAL BANK OF CANADA**, as Agent (defined below) in favor of the Pledgors listed on Schedule I hereto.

WITNESSETH

WHEREAS, in connection with that certain Second Lien Security Agreement dated as of November 25, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among Omnitracs Holdings, LLC, a Delaware limited liability company (f/k/a Coronado Guarantor, LLC, “**Holdings**”), Omnitracs Midco, LLC, a Delaware limited liability company (f/k/a Coronado Holdings, LLC, the “**Initial Borrower**”), Omnitracs, LLC, a Delaware limited liability company (f/k/a Omnitracs, Inc., “**Omni**” and together with the Initial Borrower, the “**Borrowers**” and each a “**Borrower**”), the subsidiary guarantors from time to time party thereto (together with Holdings, the “**Guarantors**”), as pledgors, assignors and debtors (Borrowers, together with the Guarantors, in such capacities and together with any successors in such capacities, the “**Pledgors**,” and each, a “**Pledgor**”), the Lenders party thereto (the “**Lenders**”) and Royal Bank of Canada, as Administrative Agent and Collateral Agent (in such capacities, the “**Agent**”), the Lenders severally agreed to make extensions of credit to the Borrower;

WHEREAS, pursuant to the Security Agreement, Pledgor was required to execute and deliver (i) that certain Second Lien Trademark Security Agreement, dated as of November 25, 2013, as supplemented by that certain Second Lien Trademark Supplement, dated as of December 19, 2013, and as further supplemented by that certain Second Lien Trademark Supplement, dated as of October 31, 2014 (as amended, restated, further supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), (ii) that certain Second Lien Patent Security Agreement, dated as of November 25, 2013, as supplemented by that certain Second Lien Patent Supplement, each dated as of December 19, 2013 and as further supplemented by that certain Second Lien Patent Supplement, dated as of October 31, 2014 (as amended, restated, further supplemented or otherwise modified from time to time, the “**Patent Security Agreement**”) and (iii) that certain and Second Lien Copyright Security Agreement, dated November 25, 2013 (the “**Copyright Security Agreement**” and, together with the Trademark Security Agreement and the Patent Security Agreement, the “**IP Security Agreements**”). All capitalized terms used herein but not otherwise defined herein shall have the meanings assigned thereto in the Trademark Security Agreement, the Patent Security Agreement and the Copyright Security Agreement, as applicable;

WHEREAS, pursuant to the IP Security Agreements, the Pledgors granted continuing security interests in the Trademark Collateral, the Patent Collateral and the Copyright Collateral, as applicable, including without limitation the intellectual property as listed on Schedule I attached hereto (the “**Intellectual Property Collateral**”);

WHEREAS, the Trademark Security Agreement and each supplement thereto was recorded in the United States Patent and Trademark Office (the “**USPTO**”) on the date and in the reel and frame numbers as set forth on Annex I hereto;

WHEREAS, the Patent Security Agreement and each supplement thereto was recorded in the USPTO on the date and in the reel and frame numbers as set forth on Annex II hereto;

WHEREAS, the Copyright Security Agreement was recorded in the United States Copyright Office (the “**Copyright Office**”) on the date and in the volume and document number as set forth on Annex III hereto; and

WHEREAS, the Copyright Security Agreement was recorded in the United States Copyright Office (the “**Copyright Office**”) on the date and in the volume and document number as set forth on Annex III hereto; and

NOW THEREFORE, Agent hereby irrevocably (i) releases, without representation, recourse or warranty whatsoever, all of its security interest in all Intellectual Property owed by the Pledgor including Intellectual Property Collateral, whether granted pursuant to any agreement or document delivered in connection with the Security Agreement, and Agent hereby reassigns any and all such right, title and interest (if any) that Agent may have in the Intellectual Property Collateral to the Pledgor and (ii) terminates the Trademark Security Agreement, the Patent Security Agreement and the Copyright Security Agreement.

The Agent hereby authorizes that this Release may be recorded by or for the Pledgor (or its designees), at the Pledgor’s expense, with the U.S. Patent and Trademark Office, the United States Copyright Office or any similar office or agency within or outside the United States.

The Agent agrees, at Pledgor's sole cost and expense, to cooperate with Pledgor and to provide Pledgor with the information, additional authorization and assistance (including, without limitation, the execution and delivery of any documents or other instruments) reasonably required to effect the release of the Agent’s security interest in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered as of the date first written above.

ROYAL BANK OF CANADA, as Agent

By: 
Name: **Rodica Dutka**
Title: **Manager, Agency**

[Signature Page to Second Lien Release of Security Interest in Intellectual Property Collateral]

TRADEMARK

REEL: 006300 FRAME: 0097

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

OMNITRACS, LLC (f/k/a OMNITRACS, INC.)
ROADNET TECHNOLOGIES, INC.
ROADNET HOLDINGS CORPORATION
XRS CORPORATION

All with an address of: 717 N. Harwood Street, Suite 1300 Dallas TX 75201

Annex I
Trademarks

Second Lien Trademark Security Agreement dated November 25, 2013, between OMNITRACS, LLC (f/k/a OMNITRACS, INC.), as Pledgor and Royal Bank of Canada, as agent for the Lenders, recorded on December 5, 2013, at Reel/Frame 5167/0738.

Second Lien Trademark Supplement dated December 19, 2013, between ROADNET TECHNOLOGIES, INC., ROADNET HOLDINGS CORPORATION and Royal Bank of Canada, as Agent for the Lenders, recorded on November 16, 2015, at Reel/Frame 5669/0107.

Second Lien Trademark Supplement dated October 31, 2014, between XRS Corporation, as Pledgor and Royal Bank of Canada, as Agent for the Lenders, recorded on November 3, 2014, at Reel /Frame 5392/0544.

United States Trademarks:

OWNER	REGISTRATION NUMBER	TITLE
Omnitracs, Inc.	34407	OMNITRACS
Omnitracs, Inc.	89102	OMNITRACS
Omnitracs, Inc.	4226993	ACCIDENTS DON'T HAPPEN BY ACCIDENT.
Omnitracs, Inc.	1936082	FLEET ADVISOR
Omnitracs, Inc.	2880226	GLOBALTRACS
Omnitracs, Inc.	2783151	OMNIEXPRESS
Omnitracs, Inc.	2496868	OMNIEXPRESS
Omnitracs, Inc.	4368639	OMNITRACS
Omnitracs, Inc.	1839366	OmniTRACS & Design
Omnitracs, Inc.	1539151	OmniTRACS (Stylized)
Omnitracs, Inc.	4159357	PREDICTING RISK. PREVENTING LOSS.
Omnitracs, Inc.	1732760	QTRACS
Omnitracs, Inc.	1752346	SENSORTRACS
Omnitracs, Inc.	4310401	SYLECTDASH
Omnitracs, Inc.	4101935	SYLECTUS
Omnitracs, Inc.	3661991	T2
Omnitracs, Inc.	3563586	THE DRIVING CENTER DRIVING EXPERIENCE FOR LIFE & Design (color)
Omnitracs, Inc.	1583482	TRAILERTRACS (Stylized)
Omnitracs, Inc.	90691	TRAILERTRACS

Jurisdiction	Trademark	App. No.	Filing date	Reg. No.	Reg. date
United States	FLEETLOADER	78406479	4/22/2004	3130699	8/15/2006
United States	HOW TO DELIVER	85396525	8/12/2011	4156941	6/12/2012
United States	MISCELLANEOUS DESIGN (Cloverleaf)	85396630	8/12/2011	4156943	6/12/2012
United States	MOBILECAST	75329481	7/23/1997	2530080	1/15/2002
United States	MOBILECAST ON TRACK	77052746	11/29/2006	3342701	11/27/2007
United States	MOBILECAST ON TRACK	77053228	11/29/2006	3252833	6/19/2007
United States	ROADNET	73640683	1/20/1987	1467602	12/1/1987
United States	ROADNET	73668195	6/23/1987	1475779	2/9/1988
United States	ROADNET ANYWHERE	78916571	6/26/2006	3346215	11/27/2007
United States	ROADNET ANYWHERE	78916543	6/26/2006	3442891	6/3/2008
United States	ROADNET ANYWHERE	78916551	6/26/2006	3346214	11/27/2007
United States	ROADNET INFO CENTER	78435771	6/15/2004	3360399	12/25/2007
United States	ROADNET TECHNOLOGIES	85396699	8/12/2011	4156944	6/12/2012
United States	ROADNET TECHNOLOGIES [& Cloverleaf Design]	85396792	8/12/2011	4156945	6/12/2012
United States	ROADNET TECHNOLOGIES HOW TO DELIVER [& Cloverleaf Design]	85396982	8/12/2011	4156947	6/12/2012
United States	ROUTENET	78406463	4/22/2004	3146351	9/19/2006
United States	TERRITORY PLANNER	75303404	6/4/1997	2312808	2/1/2000

Mark	Serial Number	App Date	Reg No	Reg Date	Goods/Services	Class	Owner
XRS	85745643	10/4/2012		12/24/2013	Web-based management system consisting of computer hardware and software used for monitoring, tracking and communicating with vehicles and drivers in Int. Class 009; Assistance, advisory services and consultancy with regard to business planning, business analysis, business management, and business organization in Int. Class 035; Telecommunication services, namely, providing a communication application for drivers and vehicles to communicate with fleet management in Int. Class 038; Software as a Service Provider (SAAS) services featuring web-based computer hardware and software used for fleet management, namely, monitoring, tracking and communicating with vehicles and drivers; providing customer support via the Internet and by telephone in Int. Class 042	009; 035; 038; 042	XRS Corporation
XRS	86070060	9/20/2013	4533094	5/20/2014	Computer hardware and downloadable computer software for use in monitoring, tracking and communicating with vehicles and drivers in Int. Class 009. Assistance, advisory services and consultancy with regard to business planning, business analysis, business management, and business organization in Int. Class 035. Software as a service provider (SAAS) services featuring web-based computer software used for fleet management, namely, monitoring, tracking and communicating with vehicles and drivers; technical support services via the Internet, namely, troubleshooting of computer software problems in Int. Class 042.	009; 035; 042	XRS Corporation
XATANET	78515216	11/11/2004	3023645	12/6/2005	WEB-BASED MANAGEMENT SYSTEM CONSISTING OF COMPUTER HARDWARE AND COMPUTER SOFTWARE USED FOR MONITORING, TRACKING AND COMMUNICATING WITH VEHICLES AND DRIVERS in Int. Class 009; APPLICATION SERVICE PROVIDER (ASP) SERVICES FEATURING WEB-BASED COMPUTER HARDWARE AND COMPUTER SOFTWARE USED FOR FLEET MANAGEMENT, NAMELY, MONITORING, TRACKING AND COMMUNICATING WITH VEHICLES AND DRIVERS; PROVIDING CUSTOMER SUPPORT VIA THE INTERNET AND BY TELEPHONE in Int. Class 042	009; 042	XRS Corporation
XATA	78515217	11/11/2004	3041081	1/10/2006	CONSULTING SERVICES IN CONNECTION WITH FLEET MANAGEMENT in Int. Class 035	035	XRS Corporation
XATA	73664838	6/5/1987	1531699	3/28/1989	VEHICLE MANAGEMENT SYSTEMS FOR USE IN COLLECTING AND RECORDING VEHICLE TRIP DATA BY MEANS OF ON-BOARD ELECTRONIC TRIP RECORDERS AND DATA COLLECTORS WHICH COLLECT AND RECORD VEHICLE/DRIVER OPERATING DATA AND COLLECTION COMPUTERS WHICH PREPARE RECORDS OF SAME in Int. Class 009	009	XRS Corporation
OPCENTER	75432982	2/12/1998	2375771	7/6/1999	Software for motor vehicle fleet management		XRS Corporation