

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652474

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest Release (Reel/Frame: 7070/0927)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Grantee		06/04/2021	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Omnitracs, LLC		
Street Address:	717 N. Harwood Street, Suite 1300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2783151	OMNIEXPRESS	
Registration Number:	2496868	OMNIEXPRESS	
Registration Number:	4368639	OMNITRACS	
Registration Number:	1732760	QTRACS	
Registration Number:	1752346	SENSORTRACS	
Registration Number:	4101935	SYLECTUS	
Registration Number:	5007277		
Registration Number:	5220833	OMNITRACS INTELLIGENT VEHICLE GATEWAY	
Registration Number:	5408082	OMNITRACS ONE	
Registration Number:	3755677	VISTRACKS	
Serial Number:	88512163	VISTRACKS	
Serial Number:	88782490	TRUCKER SHIELD	
Serial Number:	88782579	TRUCKER SHIELD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
TRADEMARK			

OP \$340.00 2783151

Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1392723 TM 2L A

NAME OF SUBMITTER: Karen S. Cottrell

SIGNATURE: /Karen S. Cottrell/

DATE SIGNED: 06/08/2021

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this “Release”) is effective as of June 4, 2021 by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (“Collateral Agent”) in favor of OMNITRACS, LLC, a limited liability company organized under the laws of the State of Delaware (“Omnitracs”), XRS CORPORATION, a Minnesota corporation (“XRS”), ROADNET TECHNOLOGIES, INC., a Delaware corporation (“Roadnet”) and SMARTDRIVE SYSTEMS, INC., a Delaware corporation (“SmartDrive” and together with Omnitracs, XRS and Roadnet, “Pledgors”). Capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement (as defined below), or, if not defined therein, in the Credit Agreement (as defined below).

WHEREAS, Omnitracs and Collateral Agent are parties to that certain Second Lien Credit Agreement, dated as of October 1, 2020 (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among Omnitracs, Omnitracs Holdings, LLC, each of the other Guarantors party thereto, the Lenders from time to time party thereto, and Collateral Agent;

WHEREAS, pursuant to the Credit Agreement, Pledgors executed a Second Lien Security Agreement dated as of October 1, 2020 (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of Collateral Agent;

WHEREAS, pursuant to the Credit Agreement, (a) Omnitracs executed that certain Second Lien Trademark Security Agreement dated as of October 1, 2020 (the “Omnitracs Trademark Security Agreement”) between Omnitracs and Collateral Agent, (b) XRS executed that certain Second Lien Trademark Security Agreement dated as of October 1, 2020 (the “XRS Trademark Security Agreement”) between XRS and Collateral Agent, (c) Roadnet executed that certain Second Lien Trademark Security Agreement dated as of October 1, 2020 (the “Roadnet Trademark Security Agreement”) between Roadnet and Collateral Agent and (d) SmartDrive executed that certain Second Lien Trademark Security Agreement dated as of October 1, 2020 between SmartDrive and Collateral Agent (the “SmartDrive Trademark Security Agreement” and together with the Omnitracs Trademark Security Agreement, XRS Trademark Security Agreement and Roadnet Trademark Security Agreement the “Trademark Security Agreements”) whereby each Pledgor granted to Collateral Agent a continuing security interest in all of the Trademark Collateral (as such term is defined in the applicable Trademark Security Agreement) of such Pledgor, including, without limitation, the trademarks listed on Exhibit A through D hereto, as security for the payment or performance, as the case may be, in full of the Secured Obligations ;

WHEREAS, the Omnitracs Trademark Security Agreement, including the trademarks and trademark applications listed on Exhibit A, was recorded with the trademark division of the United States Patent and Trademark Office on October 6, 2020 at Reel/Frame 7070/0927;

WHEREAS, the XRS Trademark Security Agreement, including the trademarks and trademark applications listed on Exhibit B, was recorded with the trademark division of the United States Patent and Trademark Office on October 6, 2020 at Reel/Frame 7082/0060;

WHEREAS, the Roadnet Trademark Security Agreement, including the trademarks and trademark applications listed on Exhibit C, was recorded with the trademark division of the United States Patent and Trademark Office on October 6, 2020 at Reel/Frame 7071/0279;

WHEREAS, the SmartDrive Trademark Security Agreement, including the trademarks and trademark applications listed on Exhibit D, was recorded with the trademark division of the United States Patent and Trademark Office on October 6, 2020 at Reel/Frame 7071/0272; and

WHEREAS, each Pledgor has requested that the Collateral Agent release its security interest in all right, title and interest in, to and under all of the Trademark Collateral.

NOW, THEREFORE, intending to be legally bound hereby and in connection with each Trademark Security Agreement, Collateral Agent hereby (i) releases the continuing security interest and continuing lien upon, and terminates its security interest in, and all other rights, title and interest in and to, the Trademark Collateral (as defined in each Trademark Security Agreement) including, without limitation, the trademarks listed on Exhibit A through D hereto, without any recourse, representation or warranty, (ii) terminates each Trademark Security Agreement, and (iii) re-assigns to Pledgors, any right, title or interest Collateral Agent may have in, to or under the Trademark Collateral under the Credit Agreement, the Security Agreement or the Trademark Security Agreements, together with the goodwill of the business symbolized thereby, and hereby authorizes Pledgors or Pledgors' authorized representative or designee to record this Release with the United States Patent and Trademark Office as evidence of such release and termination.

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

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee duly executes this Release, which is effective as of the day and year first written above.

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, AS GRANTEE.

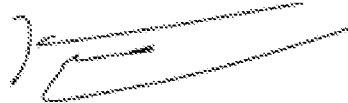
By:



Name: William O' Daly

Title: Authorized Signatory

By:



Name: Komal Shah

Title: Authorized Signatory


EXHIBIT A

TRADEMARKS

Omnitracs Trademark Security Agreement

Reel/Frame 7070/0927

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
Omnitracs, LLC	OMNIEXPRESS	2783151
Omnitracs, LLC	OMNIEXPRESS	2496868
Omnitracs, LLC	OMNITRACS	4368639
Omnitracs, LLC	QTRACS	1732760
Omnitracs, LLC	SENSORTRACS	1752346
Omnitracs, LLC	SYLECTUS	4101935
Omnitracs, LLC	Design Only 	5007277
Omnitracs, LLC	OMNITRACS INTELLIGEN T VEHICLE GATEWAY	5220833
Omnitracs, LLC	OMNITRACS ONE	5408082
Omnitracs, LLC	VISTRACKS	3755677

United States Trademark Applications:

OWNER	MARK	APPLICATION NUMBER
Omnitracs, LLC	VISTRACKS	88512163
Omnitracs, LLC	TRUCKER SHIELD	88782490
Omnitracs, LLC	TRUCKER SHIELD	88782579

EXHIBIT B

TRADEMARKS

XRS Trademark Security Agreement

Reel/Frame 7082/0060

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
XRS Corporation	XRS	4533094
XRS Corporation	XATANET	3023645
XRS Corporation	OPCENTER	2375771
XRS Corporation	XRS	4453374

United States Trademark Applications: None.

EXHIBIT C

TRADEMARKS

Roadnet Trademark Security Agreement

Reel/Frame 7071/0279

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
Roadnet Technologies, Inc.	ROADNET	1467602
Roadnet Technologies, Inc.	ROADNET	1475779
Roadnet Technologies, Inc.	TERRITORY PLANNER	2312808
Roadnet Technologies, Inc.	MOBILECAST	2530080
Roadnet Technologies, Inc.	FLEETLOADER	3130699
Roadnet Technologies, Inc.	ROADNET ANYWHERE	3442891
Roadnet Technologies, Inc.	ROADNET ANYWHERE	3346214
Roadnet Technologies, Inc.	ROADNET ANYWHERE	3346215
Roadnet Technologies, Inc.	ROADNET TECHNOLOGIES	4156944

United States Trademark

Applications: None.

EXHIBIT D

TRADEMARKS

SmartDrive Trademark Security Agreement

Reel/Frame 7071/0272 United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
SmartDrive Systems, Inc.	SMARTRECORDER	5882272
SmartDrive Systems, Inc.	SMARTDRIVE	6059127
SmartDrive Systems, Inc.	SMARTDRIVE SMARTIQ	5341339
SmartDrive Systems, Inc.	SMARTDRIVE	4154356
SmartDrive Systems, Inc.	SMARTDRIVE	3823581
SmartDrive Systems, Inc.	SMARTDRIVE	3819803

United States Trademark Applications: None.