

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652473

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest Release (Reel/Frame: 7071/0265)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Grantee		06/04/2021	Bank: ENGLAND
RECEIVING PARTY DATA			
Name:	SmartDrive Systems, Inc.		
Street Address:	717 N. Harwood Street, Suite 1300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5882272	SMARTRECORDER	
Registration Number:	6059127	SMARTDRIVE	
Registration Number:	5341339	SMARTDRIVE SMARTIQ	
Registration Number:	4154356	SMARTDRIVE	
Registration Number:	3823581	SMARTDRIVE	
Registration Number:	3819803	SMARTDRIVE	
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		
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 1L D		
NAME OF SUBMITTER:	Karen S. Cottrell		
SIGNATURE:	/Karen S. Cottrell/		

OP \$165.00 5882272

DATE SIGNED:	06/08/2021
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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 BARCLAY BANK PLC (“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 Credit Agreement, dated as of March 23, 2018 (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 and Issuing Banks from time to time party thereto, and Collateral Agent;

WHEREAS, pursuant to the Credit Agreement, Pledgors executed a Security Agreement dated as of March 23, 2018 (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 and the Security Agreement, (a) Omnitracs executed that certain Trademark Security Agreement dated as of March 23, 2018 (the “Omnitracs Trademark Security Agreement”) between Omnitracs and Collateral Agent, (b) XRS executed that certain Trademark Security Agreement dated as of March 23, 2018 (the “XRS Trademark Security Agreement”) between XRS and Collateral Agent, (c) Roadnet executed that certain Trademark Security Agreement dated as of March 23, 2018 (the “Roadnet Trademark Security Agreement”) between Roadnet and Collateral Agent and (d) SmartDrive executed that certain 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 March 26, 2018 at Reel/Frame 6300/0119;

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 March 26, 2018 at Reel/Frame 6300/0140;

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 March 26, 2018 at Reel/Frame 6300/0133;

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 7071/0265; 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.

BARCLAYS BANK PLC, as Grantee

DocuSigned by:

Robert Walsh

By: _____

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Name: Robert Walsh

Title: Assistant Vice President

EXHIBIT A

TRADEMARKS

Omnitracs Trademark Security Agreement

Reel/Frame 6300/0119

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
Omnitracs LLC	ACCIDENTS DON'T HAPPEN BY ACCIDENT.	4226993
Omnitracs LLC	FLEET ADVISOR	1936082
Omnitracs LLC	OMNIEXPRESS	2783151
Omnitracs LLC	OMNIEXPRESS	2496868
Omnitracs LLC	OMNITRACS	4368639
Omnitracs LLC	OmniTRACS (Stylized)	1539151
Omnitracs LLC	PREDICTING RISK. PREVENTING LOSS.	4159357
Omnitracs LLC	QTRACS	1732760
Omnitracs LLC	SENSORTRACS	1752346
Omnitracs LLC	SYLECTDASH	4310401
Omnitracs LLC	SYLECTUS	4101935
Omnitracs LLC	THE DRIVING CENTER DRIVING EXPERIENCE FOR LIFE & Design (color)	3563586
Omnitracs LLC	TRAILERTRACS	1583482
Omnitracs, LLC	Design Only	5007277
Omnitracs, LLC	OMNITRACS INTELLIGENT VEHICLE GATEWAY	5220833
Omnitracs, LLC	OMNITRACS ONE	5408082

United States Trademark Applications: None.

EXHIBIT B

TRADEMARKS

XRS Trademark Security Agreement

Reel/Frame 6300/0140

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
XRS Corporation	XRS	4533094
XRS Corporation	XATANET	3023645
XRS Corporation	XATA	1531699
XRS Corporation	OPCENTER	2375771
XRS Corporation	XRS	4453374

United States Trademark Applications: None.

EXHIBIT C

TRADEMARKS

Roadnet Trademark Security Agreement

Reel/Frame 6300/0133

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.	MOBILECAST ON TRACK	3342701
Roadnet Technologies, Inc.	FLEETLOADER	3130699
Roadnet Technologies, Inc.	ROADNET INFO CENTER	3360399
Roadnet Technologies, Inc.	ROADNET ANYWHERE	3442891
Roadnet Technologies, Inc.	ROADNET ANYWHERE	3346214
Roadnet Technologies, Inc.	ROADNET ANYWHERE	3346215
Roadnet Technologies, Inc.	HOW TO DELIVER	4156941
Roadnet Technologies, Inc.	MISCELLANEOUS DESIGN [Cloverleaf]	4156943
Roadnet Technologies, Inc.	ROADNET TECHNOLOGIES	4156944
Roadnet Technologies, Inc.	ROADNET TECHNOLOGIES [& Cloverleaf Design]	4156945
Roadnet Technologies, Inc.	ROADNET TECHNOLOGIES HOW TO DELIVER [& Cloverleaf Design]	4156947

United States Trademark Applications: None.

EXHIBIT D

TRADEMARKS

SmartDrive Trademark Security Agreement

Reel/Frame 7071/0265

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.