TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356289

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SageQuest LLC		01/21/2015	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	CitiBank, N.A., as Administrative Agent
Street Address:	800 Boylston Street
Internal Address:	Attn: W. Scott McKechnie
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3125937	SAGEQUEST

CORRESPONDENCE DATA

Fax Number: 4045818330

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.

Phone: 404-581-8275
Email: srbrown@jonesday.com
Correspondent Name: Sidney R. Brown, Jones Day
Address Line 1: 1420 Peachtree Street, NE
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	677655-825107
NAME OF SUBMITTER:	Sidney R. Brown
SIGNATURE:	/Sidney R. Brown/
DATE SIGNED:	09/25/2015

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 21, 2015, is made by FLEETMATICS DEVELOPMENT LIMITED, an Irish private company limited by shares with registered number 392887 ("Fleetmatics Development"), and SAGEQUEST LLC, an Ohio limited liability company ("SageQuest"; together with Fleetmatics Development, each, a "Grantor" and, collectively, the "Grantors"), in favor of Citibank, N.A., in its capacity as administrative agent (the "Agent"), for the lenders party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among FLEETMATICS GROUP PUBLIC LIMITED COMPANY, an Irish public limited company with registered number 516472, FLEETMATICS DEVELOPMENT LIMITED, an Irish private company limited by shares with registered number 392887, and FLEETMATICS USA, LLC, a Delaware limited liability company (each a "Borrower" and, collectively, the "Borrowers"), the financial institutions party thereto from time to time (the "Lenders"), and Agent, the Lenders have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Agent, for the benefit of the Lender Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent, on behalf of and for the benefit of the Lender Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

a. all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, provided that no security interest shall be granted in any "intent-to-use" Trademark application;

b. all Trademark Licenses;

c. all renewals and extensions of the foregoing;

d. all goodwill of the business connected with the use of, and symbolized by,

each such Trademark; and

c. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security for Obligations. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to the Agent or the Lender Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency proceeding, examinership, receivership, or similar case involving any Grantor.

Section 4. Continuing Liability. Each Grantor hereby expressly agrees that it shall remain liable with respect to the Trademark Collateral to observe and perform all the conditions and obligations to be observed and performed by it thereunder that such Grantor reasonably determines to be commercially prudent, all in accordance with and pursuant to the terms and provisions thereof and the Credit Agreement. The Agent and Lender Parties shall have no obligation or liability with respect to any Trademark Collateral by reason of or arising out of this Agreement or the grant of a security interest therein to the Agent or the receipt by the Agent of any payment relating to any Trademark Collateral pursuant thereto, nor shall the Agent be required or obligated in any manner to perform or fulfill any of the obligations of any Grantor thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party with respect to any Trademark Collateral, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

Section 5. Remedies. If an Event of Default has occurred and is continuing, the Agent may exercise, in addition to all other rights and remedies granted to it in this Agreement or the Credit Agreement, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Without limiting the generality of the foregoing, each Grantor expressly agrees that in any such event the Lender, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale or otherwise required by law) to or upon any Grantor or any other person, may forthwith collect, receive, appropriate and realize upon the Trademark Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Trademark Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Agent's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and the Agent shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Obligations in the manner set forth in the Credit Agreement. The Agent shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Trademark Collateral so sold, free of any

right or equity or redemption in any of the Grantors, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands against the Agent arising out of the repossession, retention or sale of the Trademark Collateral. Each Grantor agrees that the Agent must give each Grantor at least 10 days' notice of the date on which a private sale is to take place and that such notice is reasonable notification of such matter.

Section 6. Grant of License to Use Collateral. For the purpose of enabling Agent to exercise the rights and remedies in the Credit Agreement, at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby (a) grants to the Agent, for the benefit of the Lender Parties, during the continuation of an Event of Default, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license or sublicense any intellectual property rights now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, subject, in the case of Trademarks, to quality controls sufficient to maintain the validity of such Trademarks and such Grantor's rights therein and (b) irrevocably agrees that, during the continuation of an Event of Default, the Agent may sell any of such Grantor's Inventory directly to any person, including without limitation persons who have previously purchased such Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Agent's rights under this Agreement, may sell Inventory which bears any Trademark owned by or licensed to such Grantor and any Inventory that is covered by any Copyright owned by or licensed to such Grantor and the Agent may finish any work in process and affix any Trademark owned by or licensed to such Grantor and sell such Inventory as provided herein.

Section 7. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses determined under Section 10.2 of the Credit Agreement.

Section 8. Limitation by Law; Severability of Provisions. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. Any provision in any this Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Agreement are declared to be severable.

Section 9. No Waiver; Amendments; Cumulative Remedies. No delay or omission of the Agent or any Lender to exercise any right or remedy granted under this Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Agreement

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whatsoever shall be valid unless in writing signed by the Agent with the concurrence or at the direction of the Lenders required under the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Agreement or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Obligations have been paid in full.

Section 10. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Grantors, the Agent and the Lenders and their respective successors and assigns permitted under the Credit Agreement (including all persons who become bound as a debtor to this Agreement), except that no Grantor shall have the right to assign its rights or delegate its obligations under this Agreement or any interest herein, without the prior written consent of the Agent. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Agent, for the benefit of the Agent and the Lender Parties, hereunder.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronic mail transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 12. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered as a deed by its duly authorized officer as of the date first set forth above.

SIGNED AND DELIVERED for and on behalf of and as the deed of **FLEETMATICS DEVELOPMENT LIMITED,** an Irish private company limited by shares with registered number 392887, by its lawfully appointed attorney **PAUL MERCIECA** in the presence of:

(Signature of Witness):

(Name of Witness): NICK CARTER

THE CUPPY

(Address of Witness): 145 ST. LUCY STREET

NAXXAR, MALTA

(Occupation of Witness): CHARTERED ACCOUNTANT

FLEETMATICS DEVELOPMENT LIMITED, an Irish private company limited by shares with registered number 392887, *by its attorney* **PAUL MERCIECA**.

SAGEQUEST LLC, an Ohio limited liability company

By: _____

Name: Stephen Lifshatz
Title: Vice President, Treasurer, and Secretary

[Fleetmatics—Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

CITIBANK, N.A.
as Agent

By: _____
Name: W. Scott McKechnie
Title: SrP

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations:

OWNER	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY OF REGISTRATION
SAGEQUEST LLC				
	SAGEQUEST	3125937	8/8/06	United States