

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Foreclosure
CONVEYING PARTY DATA	
Name	Execution Date
Sinex Aviation Technologies Corporation	11/29/2010
RECEIVING PARTY DATA	
Name:	FleetMX Aviation Solutions, Inc.
Street Address:	1270 Northland Drive
Internal Address:	Suite 125
City:	Mendota Heights
State/Country:	MINNESOTA
Postal Code:	55120
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	6418361
Patent Number:	6571158
Patent Number:	6442459
Patent Number:	6580982
Patent Number:	6606546
Patent Number:	6598940
Patent Number:	6671593
Patent Number:	6684136
Patent Number:	6691006
Patent Number:	6795758
Patent Number:	6826461
Patent Number:	7167786
Patent Number:	7330819
Application Number:	12029265

501447292

PATENT
REEL: 025840 FRAME: 0065

OP \$640.00 6418361

Application Number:	12080901
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Application Number:	12256183
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CORRESPONDENCE DATA

Fax Number: (612)604-6982

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: dkelly@winthrop.com, trademark@winthrop.com

Correspondent Name: Daniel J. Kelly

Address Line 1: 225 South Sixth Street, Suite 3500

Address Line 2: Winthrop & Weinstine, P.A.

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	12365.7
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NAME OF SUBMITTER:	Daniel J. Kelly
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Total Attachments: 20

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VERIFIED STATEMENT OF FORECLOSURE

I, Jacob B. Sellers, having first been duly sworn and upon oath, hereby state as follows:

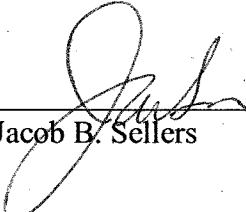
1. I am an attorney for FleetMX Aviation Solutions, Inc.
2. FleetMX Aviation Solutions, Inc. is the owner of all of Hurlbut-Zeppa Investment Partnership No. 2's right, title and interest in and to the March 17, 2006 Patent Security Agreement between Sinex Aviation Technologies Corporation and Hurlbut-Zeppa Investment Partnership No. 2 by virtue of the November 29, 2010 conveyance (titled "Assignment") between these parties, a true and correct redacted copy of which is submitted herewith.

3. The aforesaid Patent Security Agreement has been variously recorded at the Assignment Division of the United States Patent and Trademark Office on Reel/Frame numbers 017706/0532, 025666/0786, and 025671/0784 for the following U.S. Patent and Patent Application Properties:

- U.S. Pat. No. 6418361
- U.S. Pat. No. 6442459
- U.S. Pat. No. 6571158
- U.S. Pat. No. 6580982
- U.S. Pat. No. 6598940
- U.S. Pat. No. 6606546
- U.S. Pat. No. 6671593
- U.S. Pat. No. 6684136
- U.S. Pat. No. 6691006
- U.S. Pat. No. 6795758
- U.S. Pat. No. 6826461
- U.S. Pat. No. 7167786
- U.S. Pat. No. 7330819
- U.S. Pat. App. Ser. No. 12029265
- U.S. Pat. App. Ser. No. 12080901
- U.S. Pat. App. Ser. No. 12256183

4. Through the execution of the "Surrender of Collateral and Consent to Partial Strict Foreclosure Agreement" ("Foreclosure Agreement") a true and correct redacted copy of which is submitted herewith, FleetMX Aviation Solutions, Inc. has foreclosed upon the patents, patent applications, trademarks, and domain names identified in Schedule A of the Foreclosure Agreement by strict foreclosure under Minnesota law. *See* Minn. Stat. § 336.9-622.

IN WITNESS WHEREOF, I have executed this verified statement as of the date stated below.

Signed: 
Jacob B. Sellers

Date: 2/24/11

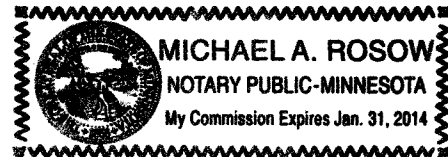
STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

On this 24 day of Feb, 2011, before me, a notary public within and for said County and State, personally appeared Jacob B. Sellers, to me known to be the person described in and who executed the foregoing instrument.



Notary Public
My Commission Expires: 1/31/14

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**SURRENDER OF COLLATERAL AND
CONSENT TO PARTIAL STRICT FORECLOSURE AGREEMENT
(Minn. Stat. §336-9-620)**

This Surrender of Collateral and Consent to Partial Strict Foreclosure Agreement (the "Agreement") is entered into as of November 29, 2010, by and between Sinex Aviation Technologies Corporation (the "Borrower") and FleetMX Aviation Solutions, Inc. (the "Lender").

RECITALS

WHEREAS, the Borrower is indebted to the Lender under the following loan documents relating to the following loan (the "Loan") together with all amendments, modifications, documents and instruments relating thereto (the "Loan Documents");

A. That certain Amended and Restated Credit Agreement by and between the Borrower and Hurlbut-Zepa Investment Partnership No. 2, a Delaware limited partnership (the "Lead Lender") dated May 1, 2009, as amended;

B. That certain Amended and Restated Tranche 1 Promissory Note dated March 17, 2006 in the original principal amount of [REDACTED] executed and delivered by the Borrower in favor of the Lead Lender (the "Tranche 1 Note");

C. That certain Second Amended and Restated Tranche 2 Promissory Note dated July 10, 2008 in the original principal amount of [REDACTED] executed and delivered by the Borrower in favor of the Lead Lender (the "Tranche 2 Note");

D. That certain Security Agreement executed by the Borrower in favor of the Lead Lender dated March 17, 2006 (the "Blanket Security Agreement"), which encumbers all of the assets of the Borrower (the "Business Collateral"), and which secures repayment of all obligations of the Borrower to the Lead Lender, including, but not limited to, the Tranche 1 Note and the Tranche 2 Note;

E. That certain Patent Security Agreement executed by the Borrower in favor of the Lead Lender dated March 17, 2006 (the "Patent Security Agreement" and collectively with the Blanket Security Agreement, the "Security Agreements"), which encumbers all intellectual property of the Borrower, including, but not limited to, any and all patent applications, patents, trademarks and copyrights (the "IP Collateral" and collectively with the Business Collateral, the "Collateral"), and which secures repayment of all obligations of the Borrower to the Lead Lender, including, but not limited to, the Tranche 1 Note and the Tranche 2 Note;

WHEREAS, on or about November 29, 2010, the Lender acquired from the Lead Lender and others all right, title and interest of the Lead Lender and others in, to and under the Loan and the Loan Documents;

WHEREAS, as of October 31, 2010, the total amount due and owing to Lender by Borrower under the Loan Documents was [REDACTED] (the "Indebtedness"); and

WHEREAS, the Borrower wishes to surrender and the Lender wishes to accept certain of the Collateral in partial satisfaction of the Indebtedness.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the parties to this Agreement agree as follows:

1. **Recitals.** The Borrower acknowledges and agrees that the above recitals are accurate, true, and correct.

2. **Acknowledgement of Defaults.** The Borrower acknowledges and agrees that its obligations to the Lender under the Loan Documents are in default and immediately due and payable in full, without defense, setoff, or counterclaim.

3. **Amount of Indebtedness.** The Borrower acknowledges and agrees that as of October 31, 2010, the Indebtedness is [REDACTED] and that such amount is due and owing from the Borrower to the Lender without defense, setoff, or counterclaim.

4. **Security Interest; Rights and Remedies.** The Borrower acknowledges and agrees that: (i) the Lender has a security interest in the Collateral, and (ii) the Lender is entitled to immediately proceed to foreclose upon the Collateral and to exercise each of the Lender's rights and remedies set forth in the Loan Documents, the Minnesota Uniform Commercial Code and applicable law.

5. **Consent to Strict Foreclosure.** The Borrower irrevocably consents and agrees to the Lender retaining the Collateral identified on Schedule A hereto (the "Transferred Collateral") in partial satisfaction of the Indebtedness in accordance with the terms set forth herein and pursuant to the provisions of Minnesota Statutes Sections 336.9-620 through 336.9-623.

6. **Waiver of Notification Rights.** The Borrower irrevocably waives and renounces any and all rights to notice it has or may have under Minnesota Statutes Sections Section 9-601, *et seq.*, including, without limitation, all rights under Section 9-620 to receive notice of the proposed retention of the Collateral or subsequent disposition of same, or any other notice or right it may have arising under or pursuant to this or any other section of the Minnesota Uniform Commercial Code or otherwise.

7. **Lender's Acceptance of Collateral.** Pursuant to Minnesota Statutes Sections 336.9-620 through 336.9-623, this document shall constitute notice by the Lender and receipt and consent by the Borrower of the Lender's proposal and agreement to retain the Transferred Collateral in satisfaction of [REDACTED] of the obligations constituting the Indebtedness, and such amount shall be credited against, and reduce the amount of, the Indebtedness. The Borrower acknowledges that the Transferred Collateral is worth less than [REDACTED] and that the credit being received for the Collateral is fair and reasonable.

8. **Deficiency.** The Borrower acknowledges and agrees that after the Lender's acceptance of the Transferred Collateral, a deficiency in excess of [REDACTED] will continue to exist (the "Deficiency"). The Deficiency is preserved and is not released. The Lender may immediately collect the Deficiency from the Borrower in any manner legally available to the Lender.

9. **Conveyance of Encumbered Collateral.** The Borrower hereby transfers and conveys to the Lender all of the Borrower's right, title and interest in and to the property identified on the attached Schedule B (the "Encumbered Collateral"). The Lender shall retain its liens on the Encumbered Collateral. The Lender does not assume any liabilities relating to the Encumbered Collateral.

10. **Surrender of Collateral.** The Borrower shall immediately assemble and make available to the Lender for its immediate possession the Transferred Collateral, the Encumbered Collateral and all items relating thereto, including, but not limited to any and all keys, codes, passwords, other access devices and manuals, relating to such collateral.

11. **Effect of Surrender of Collateral.** The Borrower acknowledges and agrees that pursuant to Minnesota Statute Section 336.9-622, the Lender's acceptance of the Transferred Collateral (1) discharges the Indebtedness only to the extent set forth in Paragraph 7 of this Agreement; (2) transfers to the Lender all of a Borrower's rights in the Transferred Collateral; (3) discharges the Security Agreements and any subordinate security interest or other subordinate lien in the Transferred Collateral; and (4) terminates any other subordinate interest in the Transferred Collateral.

12. **Warrants.** In connection with the transaction contemplated by this Agreement, the Lender shall issue two warrants to the Borrower pursuant to each of which the Borrower shall have the right to acquire [REDACTED]
[REDACTED]

13. **Reaffirmation of Loan Documents.** The Borrower acknowledges and agrees that the terms and conditions of the Loan Documents shall remain in full force and effect with respect to the Deficiency and that the Lender has not waived any defaults under the Loan Documents or the terms and conditions of the Loan Documents. The Borrower hereby reaffirms its obligations to the Lender under the Loan Documents, including its obligation to pay the Deficiency. The Borrower acknowledges and agrees that the Lender has not agreed to forbear from exercising its rights and remedies under the Loan Documents.

14. **No Assumption of Liabilities.** The Borrower shall retain, and the Lender shall not assume, and nothing contained in this Agreement shall be construed as an assumption by Lender of, any liabilities, obligations, or undertakings of the Borrower of any nature whatsoever, whether accrued, absolute, fixed or contingent, known or unknown, due or to become due, unliquidated or otherwise.

15. **Waiver of Right to Redeem.** The Borrower waives and renounces its right to redeem the Collateral as provided for in Section 9-624 of the Minnesota Uniform Commercial Code.

16. **Drafting.** All parties hereto have contributed to the drafting of this Agreement and any ambiguities contained herein shall not be construed against any particular party.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same Agreement. Signatures obtained via facsimile, photocopies or "PDF" shall be deemed originals in all cases.

18. **Further Documents.** The Borrower will from time to time execute and deliver or endorse any and all instruments, documents, conveyances, assignments, security agreements, financing statements and other agreements and writings that the Lender may reasonably request in order to effectuate the transaction contemplated by this Agreement.

19. **Severability.** Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such portion without invalidating the remaining provisions of this Agreement, or any other agreement between the Lender, on the one hand, and the Borrower and/or any other party, on the other hand, or affecting the validity or enforceability of such provisions.

20. **Merger.** Except for the Loan Documents, all prior oral and written communications, commitments, alleged commitments, promises, alleged promises, agreements and alleged agreements by and between the Lender and the Borrower are merged into this Agreement; no other commitments, promises or agreements, oral or written, shall be enforceable against any party; the Borrower understands, acknowledges, and agrees that the Lender has not made any assurances to them other than as set forth in this Agreement.

21. **Headings.** The various headings of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

22. **Governing Law.** This Agreement will be construed pursuant to the laws of the State of Minnesota and any dispute regarding this Agreement shall be determined by the courts of the State of Minnesota.

[Signatures appear on the following page(s)]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Borrower

Sinex Aviation Technologies Corporation

By: _____

Its: _____

[Signature]
President & CEO

Lender

FleetMX Aviation Solutions, Inc.

By: _____

Its: _____

[Signature]
CEO

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Schedule A
(Transferred Collateral)

All of the Borrower's accounts, documents, instruments, investment property, letter-of-credit rights, letters of credit, chattel paper, general intangibles, other rights to payment, deposit accounts, money, patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, domain names, software, payment intangibles, inventory, equipment and fixtures, (b) accessions, additions and improvements to, replacements of and substitutions for any of the foregoing, (c) all products and proceeds of any of the foregoing, including to the extent not otherwise included, all payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing collateral, and (d) books, records and data in any form relating to any of the foregoing.

All of the Borrower's patent applications and patents (domestic or foreign), including those listed below, all licenses related to any of the foregoing, all proceeds thereof (including licensing royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate; all general intangibles and all intangible intellectual or other similar property of Borrower of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and to the extent not otherwise included, all payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing, including the following, patents, patent applications, trademarks and domain names:

Patents

Title: Aircraft Maintenance Tracking System
Patent No: US 6,418,361 B2
Date of Patent: July 9, 2002

Title: Maintenance Tracking System
Patent No: US 6,571,158 B2
Date of Patent: May 27, 2003

Title: Dynamic Aircraft Maintenance Management System
Patent No: US 6,442,459 B1
Date of Patent: August 27, 2002

Title: Dynamic Maintenance Management System
Patent No: US 6,580,982 B2
Date of Patent: June 17, 2003

Title: Aircraft Maintenance Program Manager
Patent No: US 6,606,546 B2
Date of Patent: August 12, 2003

Title: Maintenance Program Manager
Patent No: US 6,598,940 B2
Date of Patent: July 29, 2003

Title: Dynamic Aircraft Maintenance Production System
Patent No: US 6,671,593 B2
Date of Patent: Dec 30, 2003

Title: Dynamic Assignment of Maintenance Tasks to Maintenance Personnel
Patent No: US 6,684,136 B2
Date of Patent: Jan 27, 2004

Title: Dynamic Assignment of Maintenance Tasks to Aircraft Maintenance Personnel
Patent No: US 6,691,006 B2
Date of Patent: Feb 10, 2004

Title: Aircraft Maintenance Program Manager
Patent No: US 6,795,758 B2
Date of Patent: Sept 21, 2004

Title: Dynamic Maintenance Production System
Patent No: US 6,826,461 B2
Date of Patent: Nov 30, 2004

Title: Dynamic Management of Aircraft Part Reliability Data
Patent No: US 7,167,786 B2
Date of Patent: Jan. 23, 2007

Title: Method and System for Dynamic Management of Part Reliability Data
Patent No: US 7,330,819 B2
Date of Patent: Feb. 12, 2008

Patent Applications

Title: Electronic Maintenance Work Cards
Patent Application No: US 12,029,265
Date of Application: February 8, 2008

Title: Line Maintenance Manager
Patent Application No: US 12,080,901
Date of Application: April 4, 2008

Title: Aircraft MRO Manager
Patent Application No: US 12,256,183
Date of Application: October 22, 2008

Trademarks

Mark: Sinex
Registration No: 2,850,387
Date of Registration: June 8, 2004

Mark: Sinex and design
Registration No: 2,868,567
Date of Registration: August 3, 2004

Mark: EmpowerMX
Registration No: 3,418,881
Date of Registration: April 29, 2008

Mark: EmpowerMX and design (with globe)
Registration No: 3,344,736
Date of Registration: November 27, 2007

Mark: EmpowerMX and design (without globe)
Registration No: 3,344,737
Date of Registration: November 27, 2007

Mark: FleetCycle
Registration No: 2,663,075
Date of Registration: December 17, 2002

<u>Domain Names</u>	<u>Renewal Date</u>
empoweraviation.com	August 28, 2008
empoweraviation.net	August 28, 2008
empoweraviation.org	August 28, 2008
empoweraviationsolutions.com	August 28, 2008
empoweraviationsolutions.net	August 28, 2008
empoweraviationsolutions.org	August 28, 2008
empoweraviationtechnologies.com	September 9, 2010

empoweraviationtechnologies.net	September 9, 2010
empoweraviationtechnologies.org	September 9, 2010
empowermxaviation.com	August 28, 2008
empowermxaviation.net	August 28, 2008
empowermxaviation.org	August 28, 2008
empowermxaviationsolutions.com	August 28, 2008
empowermxaviationsolutions.net	August 28, 2008
empowermxaviationsolutions.org	August 28, 2008
empowermxsolutions.com	August 28, 2008
empowermxsolutions.net	August 28, 2008
empowermxsolutions.org	August 28, 2008
empowermxtechnologies.com	August 28, 2008
empowermxtechnologies.net	August 28, 2008
empowermxtechnologies.org	August 28, 2008
emxaviation.com	August 28, 2008
emxaviation.net	August 28, 2008
emxaviation.org	August 28, 2008
emxaviationsolutions.com	August 28, 2008
emxaviationsolutions.net	August 28, 2008
emxaviationsolutions.org	August 28, 2008
mxaviation.net	August 28, 2008
mxaviation.org	August 28, 2008
empowermx.com	August 3, 2010
empowermx.net	August 3, 2010
empowermx.org	August 3, 2010
fleetcycle.com	May 23, 2011

fleetcycle.net	May 23, 2006
fleetcycle.org	May 23, 2006
fleetmx.com	June 20, 2008
fleetmx.net	June 20, 2008
fleetmx.org	June 20, 2008
heavyjet.com	March 21, 2009
heavyjet.net	March 21, 2009
heavyjet.org	March 21, 2009
mymxportal.com	June 20, 2008
mymxportal.net	June 20, 2008
mymxportal.org	June 20, 2008
sinex.com	June 10, 2006
sinex.net	March 21, 2009
sinexaerospace.com	January 8, 2012
sinexaviation.com	September 24, 2011
sinexaviationtechnologies.com	May 24, 2007

Notwithstanding the foregoing, the property specifically identified on Scheudle B shall not consisitute "Transferred Collateral."

ASSIGNMENT

This Assignment (the "Assignment") is made and entered into as of November 29, 2010, by Hurlbut-Zeppa Investment Partnership No. 2, a Delaware limited partnership (the "Lead Lender"), Whitecliff/Sinex L.P. V, a Minnesota limited partnership, Whitecliff/Sinex L.P. VI, a Minnesota limited partnership, Whitecliff/EmpowerMX L.P., a Minnesota limited partnership, Whitecliff Capital Fund 2009 L.P., a Minnesota limited partnership, Caprus IT Private Limited (each a "Participant" and collectively, the "Participants") and FleetMX Aviation Solutions, Inc., a Delaware corporation (the "Purchaser").

RECITALS

WHEREAS, Sinex Aviation Technologies Corporation (the "Borrower") is currently indebted to the Lead Lender under the following loan documents relating to the following loan (the "Loan"), together with all amendments, modifications, documents and instruments relating thereto (collectively, the "Loan Documents");

A. That certain Amended and Restated Credit Agreement by and between the Borrower and the Lead Lender dated May 1, 2009, as amended;

B. That certain Amended and Restated Tranche 1 Promissory Note dated March 17, 2006 in the original principal amount of \$[REDACTED] executed and delivered by the Borrower in favor of the Lead Lender (the "Tranche 1 Note");

C. That certain Second Amended and Restated Tranche 2 Promissory Note dated July 10, 2008 in the original principal amount of \$[REDACTED] executed and delivered by the Borrower in favor of the Lead Lender (the "Tranche 2 Note");

D. That certain Security Agreement executed by the Borrower in favor of the Lead Lender dated March 17, 2006 (the "Blanket Security Agreement"), which encumbers all of the assets of the Borrower (the "Business Collateral"), and which secures repayment of all obligations of the Borrower to the Lead Lender, including, but not limited to, the Tranche 1 Note and the Tranche 2 Note; and

E. That certain Patent Security Agreement executed by the Borrower in favor of the Lead Lender dated March 17, 2006 (the "Patent Security Agreement" and collectively with the Blanket Security Agreement, the "Security Agreements"), which encumbers all intellectual property of the Borrower, including, but not limited to, any and all patent applications, patents, trademarks and copyrights (the "IP Collateral" and collectively with the Business Collateral, the "Collateral"), and which secures repayment of all obligations of the Borrower to the Lead Lender, including, but not limited to, the Tranche 1 Note and the Tranche 2 Note.

WHEREAS, each Participant is the holder of an undivided participating ownership interest in the Loan under the that certain Second Amended and Restated Master Loan Participation Agreement dated June 1, 2010, by and between the Lead Lender and the Participants and the Joinder Agreement executed and delivered to the Lead Lender by each Participant in connection therewith (collectively, the "Participation Documents"); and

WHEREAS, the Purchaser desires to acquire from the Lead Lender and the Participants all of their right, title and interest in, to and under the Loan Documents, the Participation

Documents, and the Loan together with all rights, remedies and claims of the Lead Lender and the Participants against the Borrower by reason of the transactions evidenced by the Loan Documents and the Participation Documents whether such rights, remedies and claims currently exist or arise after the execution of this Agreement, in exchange for the issuance by the Purchaser to the Lead Lender and the Participants of shares of Series A Preferred Stock of the Purchaser, as set forth in Section 4 of this Assignment and the subscription agreements by and between the Purchaser, the Lead Lender and the Participants of even date herewith (the "Subscription Agreements").

AGREEMENT

NOW, THEREFORE, the Purchaser, the Lead Lender and the Participants hereby stipulate and agree as follows:

1. Assignment. The Lead Lender and the Participants hereby sell, assign and transfer to the Purchaser all of the Lead Lender's and the Participants' right, title and interest in and to the Loan, the Loan Documents and the Participation Documents.
2. Lead Lender Representations and Warranties. The Lead Lender represents and warrants to the Purchaser that:
 - a. The Lead Lender is the sole holder of record and the sole beneficial owner of the Loan Documents free and clear of any lien or security interest thereon or affecting the title thereto, except for the lien and security interest created by this Agreement;
 - b. The Lead Lender has the right and requisite authority to sell, assign and transfer the Loan Documents to the Purchaser as provided herein; and
 - c. The Lead Lender has not sold, transferred, pledged, assigned, granted a security interest in or otherwise encumbered the Loan Documents, except for the lien and security interest created by this Agreement.
3. Participants Representations and Warranties. The Participants represent and warrant to the Purchaser that:
 - a. The Participants are the sole holder of record and the sole beneficial owner of the Participation Documents free and clear of any lien or security interest thereon or affecting the title thereto, except for the lien and security interest created by this Agreement;
 - b. The Participants have the right and requisite authority to sell, assign and transfer the Participation Documents to the Purchaser as provided herein; and
 - c. The Participants have not sold, transferred, pledged, assigned, granted a security interest in or otherwise encumbered the Participation Documents, except for the lien and security interest created by this Agreement.
4. No Recourse/No Warranties. Except as set forth in Paragraphs 2 and 3 of this Agreement, the Lead Lender's and Participants' interest in the Loan, the Loan Documents and the Participation Documents are conveyed without recourse in an "AS-IS, WHERE-IS, WITH ALL FAULTS" condition, with no express or implied representations or warranties by the Lead Lender or the Participants concerning any matter whatsoever, including, without limitation, the

prospects for repayment of the Loan, the value or the identity of the collateral securing the Loan, the perfection or priority of the Lead Lender's security interests, liens or mortgage liens, or the enforceability of the Loan Documents against the Borrower or any party.

5. Delivery. Promptly after receipt of the Purchase Price (as defined below), the Lead Lender and the Participants agree to deliver the Loan Documents and the Participation Documents to the Purchaser, including a signed Allonge to the Tranche 1 Note and a signed Allonge to the Tranche 2 Note endorsing these notes over to the Purchaser. The Lead Lender and Participants further agree to execute and deliver to the Purchaser such other documents prepared by the Purchaser which are reasonable or necessary to sell, transfer and assign the Lead Lender's and Participants' right, title and interest in, to and under the Loan, the Loan Documents and the Participation Documents, free and clear of liens security interest or encumbrances. This Assignment constitutes written authority for the Purchaser to transfer and assign to the Purchaser all UCC Financing Statements or other recorded perfection documents relating to the Loan Documents.

6. Purchase Price. [REDACTED]

7. Acknowledgment. The Purchaser acknowledges, represents and warrants that it is familiar with the Borrower and the Borrower's assets, has conducted its own credit evaluation and due diligence in connection with this Assignment and has not relied on any information provided or representations made by the Lead Lender, the Participants or their agents concerning the Loan, the Loan Documents, the Participation Documents, the prospects for repayment of the Loan, the collateral securing the Loan, the enforceability of the Loan Documents, or any other matter.

8. Consent of Participants. The Participants hereby consent to the Lead Lender's sale, assignment and transfer to the Purchaser all of the Lead Lender's right, title and interest in and to the Loan and the Loan Documents.

9. Consent of Lead Lender. The Lead Lender hereby consents to the Participants' sale, assignment and transfer to the Purchaser all of the Participants' right, title and interest in and to the Participation Documents.

10. Parties in Interest. This Assignment has been and is made solely for the benefit of the Purchaser. No other person, partnership, association or corporation shall acquire or have any right under or by virtue of this Assignment.

11. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without regard to principles of conflicts of laws.

12. Merger. This Assignment represents the entire agreement of the parties with respect to the transfer of the Loan, the Loan Documents and the Participation Documents.

13. Effectiveness. Nothing contained in this Assignment shall be binding on the Lead Lender and Participants nor shall the Lead Lender and Participants be obligated to take any

action pursuant to this Assignment until the Lead Lender and Participants receive an executed Subscription Agreement from the Purchaser.

Purchaser:

FleetMX Aviation Solutions, Inc.

By: _____

Signature

Name Typed or Printed

Its: _____

Title Typed or Printed

Lead Lender:

Hurlbut-Zeppa Investment Partnership No. 2

By: _____

Signature

Name Typed or Printed

Its: _____

Title Typed or Printed

Participants:

Whitecliff/EmpowerMX L.P.

By: _____

Signature

Name Typed or Printed

By: Whitecliff Investment LLC LI, g.p.

Its: By: _____

Title Typed or Printed

Purchaser:

FleetMX Aviation Solutions, Inc.

By: _____
Signature

Name Typed or Printed

Its: _____
Title Typed or Printed

Lead Lender:

Hurlbut-Zepa Investment Partnership No. 2

By:  _____
Signature

Anthony Cuneo
Name Typed or Printed

Its: Co-Executive Director AH Zepa
Title Typed or Printed Family Foundation
member and manager of P2

Participants:

Whitecliff/EmpowerMX L.P.

By: _____
Signature

Name Typed or Printed

Its: _____
Title Typed or Printed

Whitecliff/Sinex L.P. VI

By: _____

Signature

William T. Brown

Name Typed or Printed

By: Whitecliff Investment LLCXXX, g.p.

Its: By: Brown, CEO

Title Typed or Printed

Whitecliff/Sinex L.P. V

By: _____

Signature

William T. Brown

Name Typed or Printed

By: Whitecliff Investment LLCXXXVI, g.p.

Its: By: Brown, CEO

Title Typed or Printed

Whitecliff Capital Fund 2009 L.P.

By: _____

Signature

William T. Brown

Name Typed or Printed

By: Whitecliff Investment LLCXXXIX, g.p.

Its: By: Brown, CEO

Title Typed or Printed

Caprus IT Private Limited

By: _____

Signature

Name Typed or Printed

Its: _____

Title Typed or Printed

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Whitecliff/Sinex L.P. VI

By: _____
Signature

Name Typed or Printed

Its: _____
Title Typed or Printed

Whitecliff/Sinex L.P. V

By: _____
Signature

Name Typed or Printed

Its: _____
Title Typed or Printed

Whitecliff Capital Fund 2009 L.P.

By: _____
Signature

Name Typed or Printed

Its: _____
Title Typed or Printed

Caprus IT Private Limited

By: J. Ojha
Signature

OMKAR TADEPALLI
Name Typed or Printed

Its: _____
Title Typed or Printed

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