

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
Wells Fargo Capital Finance, LLC	07/25/2013
RECEIVING PARTY DATA	
Name:	Teletrac, Inc.
Street Address:	One Market Street
Internal Address:	Steuart Tower 23rd Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Name:	Fleet Management Solutions, Inc.
Street Address:	One Market Street
Internal Address:	Steuart Tower 23rd Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5778315
Patent Number:	5802454
Patent Number:	6049711
CORRESPONDENCE DATA	
Fax Number:	3128622200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3128622208
Email:	rob.soneson@kirkland.com
Correspondent Name:	Kirkland & Ellis LLP

CH \$120.00 5778315

Address Line 1: 300 N. LaSalle
Address Line 2: c/o Rob Soneson, Legal Assistant
Address Line 4: Chicago, ILLINOIS 60654

NAME OF SUBMITTER:	Rob Soneson
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Signature:	/rsoneson/
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Date:	08/08/2013
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Total Attachments: 7
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS

This Release of Intellectual Property Security Interests (this "Release") is granted and conveyed as of July 25, 2013 by WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Assignor"), in favor of Teletrac, Inc., a Delaware corporation and Fleet Management Solutions, Inc., a California Corporation ("Assignees").

WHEREAS, the Assignor and Teletrac Ltd, a company incorporated under the laws of England and Wales (f/k/a Vector Capital Limited) are parties to a Credit Agreement dated as June 2, 2010 ("Credit Agreement").

WHEREAS, pursuant to such Credit Agreement, Assignor and certain of the Assignees entered into that Patent Security Agreement dated as of August 3, 2010 ("Patent Security Agreement") wherein certain of the Assignees assigned to Assignor a security interest in the Patent Collateral (as defined in the Patent Security Agreement), including the items listed on the attached Exhibit A ("Patents").

WHEREAS, pursuant to such Credit Agreement, Assignor and certain of the Assignees entered into that Trademark Security Agreement dated as of August 3, 2010 (the "Trademark Security Agreement") wherein certain of the Assignees assigned to Assignor a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement; the Trademark Collateral and the Patent Collateral are hereby referred to collectively as the "IP Collateral"), including the items listed on the attached Exhibit B ("Trademarks").

WHEREAS, the United States Patent and Trademark Office ("PTO") recorded such Trademark Security Agreement against the Trademarks on August 10, 2010 at Reel/Frame 4257/0892.

WHEREAS, the PTO recorded such Patent Security Agreement against the Patents on August 10, 2010 at Reel/Frame 024812/0823.

WHEREAS, Assignees have satisfied all of their outstanding obligations under the Security Agreement between the parties hereto and Teletrac Holdings, Inc. dated August 3, 2010 (as supplemented, amended, or amended and restated from time to time, the "Security Agreement"), and the parties hereto seek to make a record of Assignor's release and assignment to Assignees of any and all of the rights it may have in the Assignees' Intellectual Property (as defined in the Security Agreement), including the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties hereto acknowledge, Assignor hereby (1) releases, discharges and relinquishes, as of the date hereof, its security interests in the Assignees' Intellectual Property, including the IP Collateral, and (2) assigns to Assignees any and all of the rights, title and interest it may have in the Assignees' Intellectual Property, including the IP Collateral. Assignor hereby specifically acknowledges that the Security Agreement is no longer effective and that it does not own any rights to or have any ownership interest in the Assignees' Intellectual Property, including the IP Collateral, and all of its rights and remedies with respect to the Assignees' Intellectual Property, including the IP Collateral, have been and are hereby extinguished.

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The Assignor shall take all further actions, and provide to the Assignees and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), at the sole cost and expense of the Assignees, reasonably requested by the Assignees to more fully and effectively effectuate the purposes of this Release.

Date: July 25, 2013

WELLS FARGO CAPITAL FINANCE, LLC

By: 

Name: Richard Stewart

Title: Director

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ACKNOWLEDGMENT

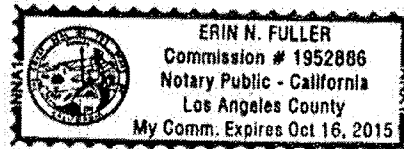
State of California
County of Los Angeles

On July 25, 2013 before me, Erin N. Fuller, Notary Public
(insert name and title of the officer)

personally appeared Nichol Stuart
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Erin N. Fuller (Seal)

State of California }
County of _____

On _____ before me, [notary name], personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to this Release of Intellectual Property Security Interests and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, WELLS FARGO CAPITAL FINANCE, LLC, on behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

Notary Public Seal

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Exhibit A
Patents

Owner	Title	Patent No. / Date	App. No. / Filed	Status
Teletrac, Inc.	Integrated mobile unit location services and cellular telephone services	5,778,315 7/7/1998	08/442,194 5/16/1995	Granted
Teletrac, Inc.	Remotely distributed location and messaging system	5,802,454 9/1/1998	08/573,066 12/15/1995	Granted
Teletrac, Inc.	Method and apparatus for providing location- based information services	6,049,711 4/11/2000	08/518,141 8/23/1995	Granted

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Exhibit B

United States Trademarks

Trademark	Reg. No. / Date	App. No. / Filed	Owner	Status
ECLIENT	2,816,321 2/24/2004	76/451,095 9/13/2002	Teletrac, Inc.	Registered
FLEET DIRECTOR	1,930,703 10/31/1995	74/491,168 2/17/1994	Teletrac, Inc.	Registered
FLEET DIRECTOR	1,878,904 2/14/1995	74/491,165 2/17/1994	Teletrac, Inc.	Registered
OPENWRITER	2,482,735 8/1/2001	75/438,070 2/20/1998	Teletrac, Inc.	Registered
TELETRAC	1,721,504 10/6/1992	74/143,785 3/4/1991	Teletrac, Inc.	Registered
TELETRAC	1,717,632 9/22/1992	74/143,783 3/4/1991	Teletrac, Inc.	Registered
TELETRAC	2,831,023 4/13/2004	74/143,787 3/4/1991	Teletrac, Inc.	Registered
TELETRAC	2,831,024 4/13/2004	74/143,788 3/4/1991	Teletrac, Inc.	Registered
TELETRAC	1,800,478 10/26/1993	74/143,784 3/4/1991	Teletrac, Inc.	Registered
TELETRAC	1,804,153 11/16/1993	74/143,786 3/4/1991	Teletrac, Inc.	Registered
FLEET MANAGEMENT SOLUTIONS	3,780,064 4/27/2010	77/663,596 2/4/2009	Fleet Management Solutions Inc.	Registered

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Trade Names

None

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

Google License Agreement between Fleet Management Solutions and Google Inc., dated 12 October 2009.

Quake Product Purchase Agreement between Fleet Management Solutions and Quake Global, Inc., dated 7 October 2003.

deCarta Enterprise Software Reseller Agreement between deCarta, Inc. and Teletrac, Inc. and/or Trafficmaster Plc. dated 30 March 2007.

Microsoft Business Agreement Volume License between Teletrac, Inc. and Microsoft Licensing, GP. dated 20 January 2006.

deCarta Data Evaluation Agreement between deCarta, Inc. and Teletrac, Inc., dated 27 August 2007.

GlobeXplorer Evaluation Agreement between GlobeXplorer LLC and Teletrac, Inc., dated 7 September 2007.

GlobeXplorer Standard License Agreement between GlobeXplorer LLC and Teletrac, Inc., dated 7 September 2007.

Green Beacon Master Services Agreement between Green Beacon Solutions, LLC and Teletrac, Inc., dated 26 September 2006.

Kivera Master License Agreement between Kivera, Inc. and Teletrac, Inc. dated 3 March 2004

T-Mobile Watson Software Use Agreement between Teletrac, Inc., DBA Teletrac, Inc. and its affiliates and T-Mobile USA, Inc.

Data License Agreement between deCarta, Inc. and Teletrac, Inc., dated 1 November 2009, as amended.

Microsoft Service Agreement for the Virtual Earth Map Control and the MapPoint Web Service between Microsoft and Teletrac, Inc., dated February 1, 2010.

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PATENT

RECORDED: 08/08/2013

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