

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Discrete Wireless, Inc.		12/31/2009	CORPORATION: GEORGIA

**RECEIVING PARTY DATA**

Name:	Silicon Valley Bank, as Administrative Agent
Street Address:	3353 Peachtree Road
Internal Address:	N.E. North Tower, Suite M-10
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	Bank: CALIFORNIA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3621533	DISCRETE WIRELESS
Registration Number:	3621534	LOCATION IS JUST THE BEGINNING
Registration Number:	3621535	LOCATION IS JUST THE BEGINNING
Registration Number:	2689917	MARCUS
Registration Number:	3621536	YOUR FLEET IS ONE CLICK AWAY, 24 HOURS A DAY

**CORRESPONDENCE DATA**

Fax Number: (703)415-1557  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 703-415-1555  
 Email: mail@specializedpatent.com  
 Correspondent Name: Christopher E. Kondracki  
 Address Line 1: 1501 Wilson Boulevard  
 Address Line 2: Suite 510  
 Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER:	9120818
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	01/11/2010
Total Attachments: 5 source=Discrete TM#page1.tif source=Discrete TM#page2.tif source=Discrete TM#page3.tif source=Discrete TM#page4.tif source=Discrete TM#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 31, 2009, is entered into by and between DISCRETE WIRELESS, INC., a Georgia corporation with offices at 1327 Northmeadow Parkway, Suite 150, Roswell, Georgia 30076-3861 (the "Grantor") and SILICON VALLEY BANK California corporation with offices at 2400 Hanover Street, Palo Alto, California 94304 (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of the date hereof among the Assignee, the Grantor, Fleet Management Holding Corporation, a Delaware limited liability company ("Holdings"), and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of the date hereof, among Grantor, Holdings, Administrative Agent and certain Lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of Grantor's business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof. Notwithstanding anything to the contrary contained herein, "Trademarks" shall not include, and the security interest granted to Assignee pursuant to the Guarantee and Collateral Agreement does not extend to, Excluded Property.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that

any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart.

[Signature page follows.]


IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ASSIGNEE:

DISCRETE WIRELESS, INC.

SILICON VALLEY BANK,  
as Administrative Agent

By:   
Name: Gil Fridman  
Title: Chief Financial Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Grantor:  
DISCRETE WIRELESS, INC.  
1327 Northmeadow Parkway, Suite 150  
Roswell, GA 30076-3861  
Attention: Gil Fridman  
Facsimile No.: 678-762-6847  
E-mail: gil.fridman@discretewireless.com

Address of Assignee:  
SILICON VALLEY BANK,  
2400 Hanover Street  
Palo Alto, California 94304  
Attention: Michael Willard  
Facsimile No.:  
E-mail: MWillard2@svb.com

*Signature Page to Trademark Security Agreement*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

DISCRETE WIRELESS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Grantor:  
DISCRETE WIRELESS, INC.

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_

ASSIGNEE:

SILICON VALLEY BANK,  
as Administrative Agent

By: Michael Willard  
Name: Michael Willard  
Title: Relationship Manager


Address of Assignee:  
SILICON VALLEY BANK,  
3353 Peachtree Road  
N.E. North Tower, Suite M-10  
Atlanta, GA 30326  
Attention: Andy Rico  
Facsimile No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 004129 FRAME: 0351**

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Current Owner	Mark	Reg. No./ Reg. Date
Discrete Wireless, Inc.	DISCRETE WIRELESS and Design 	3621533 5/19/2009
Discrete Wireless, Inc.	LOCATION IS JUST THE BEGINNING	3621534 5/19/2009
Discrete Wireless, Inc.	LOCATION IS JUST THE BEGINNING	3621535 5/19/2009
Discrete Wireless, Inc.	MARCUS	2689917 2/25/2003
Discrete Wireless, Inc.	YOUR FLEET IS ONE CLICK AWAY, 24 HOURS A DAY	3621536 5/19/2009

Applications for Registration of Trademarks

None