# TRADEMARK ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
llknown as Hibernia National Bank	FORMERLY Hibernia National Bank, N.A.	109/14/2011	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Fleetman, Inc.	
Street Address:	665 Engineering Drive, Suite 300	
City:	Norcross	
State/Country:	GEORGIA	
Postal Code:	30092	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1363666	FUELMAN

#### **CORRESPONDENCE DATA**

Fax Number: (404)572-5135 Phone: 4045723493

Email: kosborne@kslaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Karen Osborne

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding, LLP

Address Line 4: Atlanta CEORCIA 202

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	10281.018001
NAME OF SUBMITTER:	Karen Osborne

TRADEMARK REEL: 004624 FRAME: 0340

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Signature:	/Karen Osborne/
Date:	09/16/2011
Total Attachments: 3 source=Signed Trademark Release (Hibemia - Capital One)#page1.tif source=Signed Trademark Release (Hibemia - Capital One)#page2.tif source=Signed Trademark Release (Hibemia - Capital One)#page3.tif	

TRADEMARK REEL: 004624 FRAME: 0341

# TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of September /4, 2011 ("Release"), is made CAPITAL ONE BANK, N.A. formerly known as, HIBERNIA NATIONAL BANK, N.A., as Agent for the benefit of the Agent and the Banks ("Agent") in favor of FLEETMAN, INC., a Delaware corporation ("Grantor").

WHEREAS, pursuant to the Credit Agreement dated as of September 1, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and Security Agreement dated as of September 1, 1999 ("Security Agreement"), each by and among the Agent, Banks, and Grantor, Lender agreed to extend certain financial accommodation to Grantor upon the condition, among others, that Grantor grant to Agent a security interest in certain assets; and

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on June 21, 2000 at Reel 2105 Frame 0124.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent (for itself and as Agent for the Banks) and Grantors (the "parties") agree as follows:

- **SECTION 1.** <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement or Security Agreement.
- **SECTION 2.** <u>Termination and Release</u>. The Agent, for itself and as Agent for the Banks, hereby:
- (a) terminates the Security Agreement and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, pawn, right of set-off and compensation, lien, or security interest in, to, and under the trademarks, together with the goodwill of the business to which each trademark pertains, trade names, patents, rights in intellectual property, proprietary information, licenses and copyrights, and including without limitation all causes of action and proceeds of any and all of the foregoing ("Intellectual Property Collateral");
- (b) cancels, discharges, and releases the mortgage, pledge, hypothecation, pawn, right of set-off and compensation and lien on and security interest in and to the right, title, and interest in, to, and under the Intellectual Property Collateral, including the foregoing listed on Schedule A attached hereto; and
  - (c) authorizes the recordation of this Release with the USPTO.

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IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Secured Party:

CAPITAL ONE BANK, N.A. formerly known as

HIBERNIA NATIONAL BANK, N.A., as Agent

By: Shella Carmines

Title: Assistant Vice President

## Schedule A

## U.S. Trademark

# **Registered Mark**

Mark	Registration No.	Registration Date
FUELMAN	1363666	10/01/85

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**RECORDED: 09/16/2011**