

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		11/04/2013	NATIONAL BANKING ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	AGERO CONNECTED SERVICES, INC.		
Street Address:	8550 FREEPORT PKWY		
City:	IRVING		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3039449	ATX	
Registration Number:	3052211	ATX	
Registration Number:	3918073	IROUTE	
Registration Number:	4295885	BROWSE BY VOICE	
CORRESPONDENCE DATA			
Fax Number:	2127158000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 715-7670		
Email:	KLTrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	067466-00002		

CH \$115.00 3039449

NAME OF SUBMITTER:	Tania C. Ramos
Signature:	/TANIA C. RAMOS/
Date:	03/05/2014
Total Attachments: 8 source=Release Agreement#page1.tif source=Release Agreement#page2.tif source=Release Agreement#page3.tif source=Release Agreement#page4.tif source=Release Agreement#page5.tif source=Release Agreement#page6.tif source=Release Agreement#page7.tif source=Release Agreement#page8.tif	

RELEASE AGREEMENT

This RELEASE AGREEMENT (this "Release") is dated as of November __, 2013 by and among the Borrowers, the Guarantors and the Administrative Agent (on behalf of the Lenders) named below.

Preamble

A. Reference is made to that certain Second Amended and Restated Credit Agreement dated as of June 3, 2011 (as amended by the Consent referred to below, and as further amended through the date hereof, the "Credit Agreement") among Agero, Inc., f/k/a Cross Country Automotive Services, Inc., a Nevada corporation ("Holdings"); Agero Connected Services, Inc., f/k/a ATX Group, Inc., a Texas corporation ("ACS") and Agero Holdings, Inc., f/k/a CCAS Holdings, Inc., a Delaware corporation (the "Company", and together with ACS and Holdings, individually, a "Borrower" and collectively, the "Borrowers"); each of the Subsidiaries of the Borrowers listed under the caption "GUARANTORS" on the signature pages hereto (each, a "Guarantor", and collectively, the "Guarantors"); each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"); and BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer (in such capacities, collectively, the "Administrative Agent"). Unless otherwise defined or specified in this Release, each term used in this Release which is defined in the Credit Agreement has the meaning assigned to such term in the Credit Agreement.

B. Reference is further made to that certain Consent and First Amendment dated as of July 8, 2013 to Amended and Restated Credit Agreement by and among the Borrowers, the Guarantors, the Lenders and the Administrative Agent (the "Consent"), pursuant to which, among other things, the Lenders and the Administrative Agent consented to the Spin-Off Transaction and the Sale Transaction (as each such term is defined in the Consent).

C. Reference is further made to that certain Stock Purchase Agreement dated as of August 14, 2013 (the "SPA"), by and among Holdings, as "Seller," and Sirius XM Radio Inc., as "Buyer".

1) Release and Termination of Liens. Pursuant to Section 11.01 of the Credit Agreement, the relevant provisions of the Security Documents and the Consent, the Administrative Agent, with the consent and at the direction of each of the Lenders, hereby releases (i) any and all security interests, liens, pledges and other encumbrances granted in favor of the Administrative Agent in respect of the Shares (as defined in the SPA), (ii) any and all security interests, liens, pledges and other encumbrances granted in favor of the Administrative Agent in respect of the Equity Interests and assets of each of the Company, ACS, Agero

International Inc. and the other direct and indirect subsidiaries of ACS set forth on Schedule 1 attached hereto (collectively, the "Released Entities" and each a "Released Entity"), and (iii) each of the Released Entities from any and all obligations and liabilities under the Credit Agreement and any other Collateral Document to which each such Released Entity is party. The Administrative Agent, with the consent and at the direction of each Lender, further covenants and agrees, upon receipt of written confirmation from Holdings of consummation of the Sale Transaction (as defined in the Consent) in accordance with the terms of the SPA, (i) that Holdings, any Released Entity or any designee thereof is authorized to file the Uniform Commercial Code termination statements attached hereto as Exhibit A, (ii) to promptly deliver to Holdings the original stock certificates of the Company, ACS and Agero International, Inc. (f/k/a ATX International, Inc.), in each instance together with original stock powers executed by the pledgor of such certificates, in the forms attached hereto as Exhibit B, (iii) on the date that such confirmation is received, to promptly deliver to Holdings any and all original intercompany promissory notes issued by or to any Released Entity, and previously delivered to the Administrative Agent in pledge, and (iv) following written request therefor, to promptly execute such documents, take all actions as may be reasonably necessary or appropriate in order to more effectively implement and carry out the provisions of this Release (including, without limitation, termination notices in respect of applicable Collateral Access Agreements, Control Agreements and Credit Card Processor Agreements attached hereto as Exhibit C), in each instance at the sole expense of the Borrowers.

2) Confirmation and Ratification of Credit Agreement and Collateral Documents. The execution, delivery and performance of this Release shall not operate as a waiver of or, except as expressly provided herein with respect to the Shares and the Released Entities, an amendment of, any right power or remedy of the Administrative Agent or the Lenders under the Credit Agreement or any of the Collateral Documents. Holdings, as Borrower and each of the Guarantors (other than Agero International, Inc.) hereby ratify and confirm all of their respective obligations under the Credit Agreement and the Collateral Documents. Except to the extent specifically amended hereby, the Credit Agreement and the Collateral Documents shall be unaffected hereby and shall continue to constitute the legal, valid, binding and enforceable obligations of Holdings and each of the Guarantors (other than Agero International, Inc.) named below.

3) Further Assurances. The parties hereto shall, at the sole expense of the Borrowers, from time to time, as reasonably requested by any other party hereto, execute and deliver to any other party hereto such documentation and take such actions as any other party may reasonably request in order to more effectively implement and carry out this Release, without any further consideration.

4) Amendments. This Release may not be amended except in writing signed by a duly authorized representative of each of the respective parties hereto.

5) Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

6) Counterparts; Facsimile Execution. This Release may be executed in any number of counterparts and by different parties and separate counterparts, each of which when so

executed and delivered shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic imaging means shall be as effective as delivery of a manually executed counterpart of this Release.

7) Construction. This Release is a Loan Document. This Release and the Credit Agreement shall be construed collectively and in the event that any term, provision or condition of this Release is inconsistent with or contradictory to any term, provision or condition of any other document, the terms, provisions and conditions of this Release shall supersede and control the terms, provisions and conditions of such other document. Upon and after the effectiveness of this Release, each reference in the Credit Agreement to "this Agreement", "hereunder", "herein", "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to "the Credit Agreement", "thereunder", "therein", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as modified and amended hereby.

8) Miscellaneous. In the event that any provision of this Release, or the application of such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Release, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law. This Release is not intended to confer any benefits upon, or create any rights in favor of, any Person other than the parties hereto.

* * * *

Very truly yours,

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Angela Larkin

Title: Assistant Vice President

[Signature Page to Release]

ACCEPTED AND AGREED TO
as of the date first set forth above.

BORROWERS

AGERO, INC.

By: TP Graham
Name: THOMAS P. GRAHAM
Title: TREASURER

AGERO CONNECTED SERVICES, INC.

By: TP Graham
Name: THOMAS P. GRAHAM
Title: TREASURER

AGERO HOLDINGS, INC.

By: TP Graham
Name: THOMAS P. GRAHAM
Title: TREASURER

GUARANTORS

CROSS COUNTRY MOTOR CLUB, INC.
CROSS COUNTRY MOTOR CLUB OF CALIFORNIA, INC.
AGERO FIELD INFORMATION SERVICES, INC.
AGERO CUSTOMER SERVICES, INC.
AGERO ADMINISTRATIVE SERVICE CORP.
CCVSC, INC.
CCSI INVESTMENT (ONE) LLC
AGERO INTERNATIONAL, INC.
CCMC INVESTMENT CORP.

By: TP Graham
Name: THOMAS P. GRAHAM
Title: TREASURER

[Signature Page to Release]

ADMINISTRATIVE AGENT

BANK OF AMERICA, N.A., as Administrative Agent

By: Angela Larkin
Name: Angela Larkin
Title: Assistant Vice President

L/C ISSUER

BANK OF AMERICA, N.A., as L/C Issuer

By: _____
Name: _____
Title: _____

SWING LINE LENDER

BANK OF AMERICA, N.A., as Swing Line Lender

By: _____
Name: _____
Title: _____

[Signature Page to Release]

ADMINISTRATIVE AGENT

BANK OF AMERICA, N.A., as Administrative Agent

By: _____
Name: _____
Title: _____

L/C ISSUER

BANK OF AMERICA, N.A., as L/C Issuer

By: Jean S Marthorne
Name: Jean S Marthorne
Title: Senior Vice President

SWING LINE LENDER

BANK OF AMERICA, N.A., as Swing Line Lender

By: Jean S Marthorne
Name: Jean S Marthorne
Title: Senior Vice President

[Signature Page to Release]

Sirius XM Connected Vehicle Services – Intellectual Property

U.S. Trademark Registrations

Registration Number	Mark
3039449	ATX
3052211	ATX (Design)
3918073	IROUTE
4295885	BROWSE BY VOICE