

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403193

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Administrative Agent		10/04/2016	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SAGEQUEST LLC		
Street Address:	1100 Winter Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3125937	SAGEQUEST	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124597136		
Email:	tbennett@goodwinlaw.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Ave.		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	126099.237246		
NAME OF SUBMITTER:	Tracey D. Bennett		
SIGNATURE:	/s/Tracey D. Bennett		
DATE SIGNED:	10/25/2016		
Total Attachments: 7			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”) is made this 4th day of October, 2016 (the “Release Date”) by Citibank, N.A., in its capacity as Administrative Agent (the “Agent”), for the benefit of FLEETMATICS DEVELOPMENT LIMITED, an Irish private company limited by shares with registered number 392887 (“Fleetmatics Development”), and SAGEQUEST LLC, an Ohio limited liability company (“SageQuest”; together with Fleetmatics Development, each, a “Debtor” and, collectively, the “Debtors”).

WHEREAS, the each Debtor has entered into that certain Trademark Security Agreement, dated as of January 21, 2015 with Agent (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Security Agreement”), pursuant to which each Debtor granted to Agent in all of its right, title and interest in, to and under the following collateral of such Debtor:

- a. all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, provided that no security interest shall be granted in any “intent-to-use” Trademark application;
- b. all Trademark Licenses;
- c. all renewals and extensions of the foregoing;
- d. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- e. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (the “Marks”);

WHEREAS, Agent has recorded with the United States Patent and Trademark Office (the “USPTO”), at Reel 5630, Frame 0376 (for Fleetmatics Development) and at Reel 5630, Frame 0407 (for SageQuest), notices of security interests in the Marks; and

WHEREAS, all outstanding amounts owed under any financing documents executed in connection with the Security Agreement have been satisfied and the Debtor has requested that Agent release its security interest in the Marks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Agent hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Marks granted by the Debtor under the Security Agreement.

2. Recordation of Release. Agent understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.

3. Further Actions. Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement, as applicable.

[Signature page follows]

IN WITNESS WHEREOF, Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

CITIBANK, N.A.
as Agent

By: 

Name:

Title:

W. Scott in checkmate
SRP

[Signature Page to Termination and Release of Security Interest in Trademarks]

TRADEMARK
REEL: 005908 FRAME: 0127

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations:

OWNER	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY OF REGISTRATION
<i>FLEETMATICS DEVELOPMENT LIMITED R/K/A FLEETMATICS IRL LIMITED</i>				
	FLEETMATICS	4189209	8/14/12	United States
	FLEETMATICS	4200943	9/4/12	United States
	FLEETMATICS	4494501	3/11/14	United States
	DESIGN	4626070	10/21/14	United States
	CONNECT 2 FIELD	1445865	8/31/11	Australia
	FLEETMATICS	1569023	7/17/13	Australia
	DESIGN	12741451	8/22/14	Community Trademarks
	FLEETMATICS	11996758	12/11/13	Community Trademarks
	FLEETMATICS	250098	7/17/13	Ireland
	FLEETMATICS REV	250551	4/3/14	Ireland
	FLEETMATICS REVEAL	250550	4/3/14	Ireland
	FLEETMATICS WORK	250552	4/4/14	Ireland

OWNER	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY OF REGISTRATION
	REV	250670	4/6/14	Ireland
	REV+	250671	4/6/14	Ireland
	WORK	250672	4/7/14	Ireland
	REVEAL	250673	4/7/14	Ireland
	REVEAL+	250674	4/7/14	Ireland
	INTELLIGENCE AT WORK	250585	4/8/14	Ireland
	TRUCK WHISPERER	250563	4/8/14	Ireland
	FLOTTMATTICA	1430942	1/29/14	Mexico
	FLOTTMATTICA	1426175	1/14/14	Mexico
	FLEETMATTICS	3014519	11/1/13	United Kingdom
SAGEQUEST LLC				
	SAGEQUEST	3125937	8/8/06	United States

Trademark Applications:

OWNER	TRADEMARK APPLICATION	APPLICATION NUMBER	FILING DATE	COUNTRY OF REGISTRATION
<i>FLEETMATIC DEVELOPMENT LIMITED F/K/A FLEETMATIC SRL LIMITED</i>				
	FLEETMATIC REV	86/299896	6/4/14	United States
	REV+	86/300051	6/4/14	United States
	REV	86/299997	6/4/14	United States
	FLEETMATIC REVEAL	86/299905	6/4/14	United States
	INTELLIGENCE AT WORK	86/299941	6/4/14	United States
	TRUCK WHISPERER	86/299952	6/4/14	United States
	FLEETMATIC WORK	86/299933	6/4/14	United States
	WORK	86/300126	6/4/14	United States
	REVEAL	86/300115	6/4/14	United States
	REVEAL+	86/300076	6/4/14	United States
	FLEETMATIC	840581165	7/17/13	Brazil
	FLEETMATIC	840581190	7/17/13	Brazil
	FLEETMATIC	1636355	7/23/13	Canada
	REVEAL	13157938	8/8/14	Community Trademarks

OWNER	TRADEMARK APPLICATION	APPLICATION NUMBER	FILING DATE	COUNTRY OF REGISTRATION
	REVEAL+	13158134	8/8/14	Community Trademarks
	INTELLIGENCE AT WORK	13158365	8/8/14	Community Trademarks
	TRUCK WHISPERER	13158258	8/8/14	Community Trademarks
	REV+	13157664	8/8/14	Community Trademarks
	FLEETMATTICS REV	13156013	8/8/14	Community Trademarks
	WORK	13157094	8/8/14	Community Trademarks
	FLEETMATTICS WORK	13156211	8/8/14	Community Trademarks
	REV	13157375	8/8/14	Community Trademarks
	FLEETMATTICS REVEAL	13155684	8/8/14	Community Trademarks
	FLOTIMATICA	1415908	9/24/13	Mexico

TRADEMARK

REEL: 005908 FRAME: 0131

RECORDED: 10/25/2016