

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444953

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Partsfleet, Inc.		09/28/2017	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIDUS MEZZANINE CAPITAL, L.P.		
<b>Street Address:</b>	1603 Orrington Ave., Suite 1005		
<b>City:</b>	Evanston		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60201		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3945118	FLEETGISTICS	
<b>Registration Number:</b>	3948484	PARTSFLEET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043784000		
<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>			
<b>Phone:</b>	7043778156		
<b>Email:</b>	jcarusone@robinsonbradshaw.com		
<b>Correspondent Name:</b>	Jennifer Carusone		
<b>Address Line 1:</b>	101 N. Tryon St., Suite 1900		
<b>Address Line 2:</b>	Robinson, Bradshaw & Hinson, P.A.		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28246		
<b>NAME OF SUBMITTER:</b>	Jennifer Carusone		
<b>SIGNATURE:</b>	/Jennifer Carusone/		
<b>DATE SIGNED:</b>	09/28/2017		
<b>Total Attachments: 2</b>			
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source=US Pack - ARIA - Trademark Security Agreement (Partsfleet I) (Sept 2017) (2)#page2.tif			

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**GRANT OF SECURITY INTEREST  
IN PATENTS AND TRADEMARKS**

**WHEREAS**, PARTSFLEET, INC., a Florida Corporation (the “Pledgor”), is the owner of the trademark applications and registrations listed on Schedule A attached hereto, (all such trademarks, registrations and applications, collectively, the “Trademarks”) and is the owner of the patents and patent applications listed on Schedule A attached hereto (all such patents, registrations and applications, collectively, the “Patents”); and

**WHEREAS**, the Pledgor has entered into an Amended and Restated Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the “Security Agreement”), dated as of September 28, 2017, in which the Pledgor has agreed with **FIDUS MEZZANINE CAPITAL, L.P.**, as Collateral Agent (the “Collateral Agent”), with offices at 1603 Orrington Avenue, Suite 1005, Evanston, IL 60201, to execute this Grant;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Collateral Agent a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks. This Grant has been given in conjunction with the security interest granted to the Collateral Agent under the Security Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

**PARTSFLEET, INC.**



By: \_\_\_\_\_

Name: Walter P. Maner, IV

Title: Secretary

**Schedule A**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Owner</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
Partsfleet, Inc.	FLEETGISTICS	3945118 (Serial No. 77776937)	USA	4/12/2011
Partsfleet, Inc.	PARTSFLEET	3948484 (Serial No. 77776949)	USA	4/19/2011

**PATENTS AND PATENT APPLICATIONS**

None.