

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Restated Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PARTSFLEET, LLC		03/23/2018	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	FIDUS MEZZANINE CAPITAL, L.P.		
Street Address:	1603 ORRINGTON AVE., SUITE 1005		
City:	EVANSTON		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3945118	FLEETGISTICS	
Registration Number:	3948484	PARTSFLEET	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7043778156		
Email:	jcarusone@robinsonbradshaw.com		
Correspondent Name:	Jennifer Carusone		
Address Line 1:	101 N. Tryon Street, Suite 1900		
Address Line 2:	Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	03/29/2018		
Total Attachments: 2			
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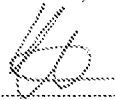
**RESTATED GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

THIS RESTATED GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS, dated March 23, 2018, is made by **PARTSFLEET, LLC**, as successor in interest to **PARTSFLEET, INC.** (the "Pledgor"), a Florida Limited Liability Company, in favor of **FIDUS MEZZANINE CAPITAL, L.P.**, as Collateral Agent (the "Collateral Agent");

WHEREAS, the Pledgor and Collateral Agent entered into a Grant of Security Interest in Patents and Trademarks on September 28, 2017 (the "Grant"), recorded on September 28, 2017 with the United States Patent and Trademark Office at Reel 6163 and Frame 897, whereby Pledgor granted to Collateral Agent a security interest in the Trademarks and Patents listed on Schedule A; and

NOW, THEREFORE, in conjunction with the security interest granted to the Collateral Agent under 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 and 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, as successor in interest, does hereby restate, without novation, the Grant to the Collateral Agent of 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. 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, LLC

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, LLC	FLEETGISTICS	3945118 (Serial No. 77776937)	USA	4/12/2011
Partsfleet, LLC	PARTSFLEET	3948484 (Serial No. 77776949)	USA	4/19/2011

PATENTS AND PATENT APPLICATIONS

None.