

02-13-2004

DS

FORM PTO-1594

RE

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

Patent and Trademark Office

OMB No. 0651-0027 (exp. 05/31/2002)



102670139

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

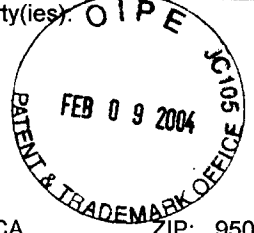
1. Name of conveying party(ies): **Tripmaster Corporation**

2. Name and address of receiving party(ies): **Silicon Valley Bank**

- Individual(s)
- General Partnership
- Corporation-State NM
- Other
- Association
- Limited Partnership

Internal Address: HA155

Street Address: 3003 Tasman Drive



Additional name(s) of conveying party(ies) attached? Yes No

City: Santa Clara State: CA ZIP: 95054

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State-DE
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

12/17/03

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)	B. Trademark No.(s)
	1,263,474 2,759,474
	1,101,312 2,759,472
	2,762,321 2,759,569
	2,762,322
	2,762,323
	2,565,201

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$ 240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

02/12/2004 ECDOPER 00000081 1263474

01 FC:8521 40.00 DP

02 FC:8522 200.00 DP

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Maribel Arteaga Name of Person Signing

Maribel Arteaga Signature

1/19/04 Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK REEL: 002912 FRAME: 0779

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 17, 2003 by and between SILICON VALLEY BANK ("Bank") and TRIPMASTER CORPORATION ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan

Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TRIPMASTER CORPORATION

By: Richard McCaff

Title: Pres.

BANK:

SILICON VALLEY BANK

By: Rott Sk

Title: SVP

**TRIPMASTER CORPORATION
STATUS OF PATENTS AS OF SEPTEMBER 23, 2003**

Docket No.	Country	Title	Serial No. Filing Date	Patent No. Issue Date
65474-0003	United States	Communication Systems For Geo-Cell Based Vehicle Information System	08/828,016 03/27/97	
65474-0004	United States	System For Monitoring Vehicle Efficiency And Vehicle Driver Performance	08/828,015 03/27/97	6,253,129 06/26/01
65474-0034	United States	Continuation of 08/828,015	09/790,297 02/22/01	
65474-0015	United States	System And Method For Monitoring And Reporting Out Of Route Mileage For Long Haul Trucks	07/633,639 12/21/90	5,068,656 11/26/03
65474-0030	Germany	Foreign Patent based on U.S. Patent 5,068,656	913108155 11/25/91	691218722 09/04/96
65474-0016	United States	Data Input Module	06/496,041 05/19/83	4,521,679 06/04/85
65474-0017	United States	System For Accurately Determining The Mileage Traveled By A Vehicle Within A State Without Human Intervention	08/019,714 02/19/93	5,359,528 10/25/94
65474-0018	United States	Trip Recorder Operation and Memory Retention Extension Through Multiple Battery Backup And A Load Shedding Strategy Triggered By A Primary Power Interruption	07/591,163 10/01/90	5,191,529 03/02/93
65474-0019	United States	Satellite Communication And Truck Driver Bonus notification And Awards System	08/114,264 08/03/93	5,394,136 02/28/03
65474-0020	United States	Method And Apparatus For Non-Contact Extraction Of On-Board Vehicle Trip Recorders	07/507,378 04/12/90	5,224,211 06/29/93
65474-0029	Australia	Foreign Patent based on U.S. Patent 5,224,211	72752/91 03/08/91	646435 06/10/94
65474-0028	Canada	Foreign Patent based on U.S. Patent 5,224,211	2037749 03/08/91	2037749 08/19/95

**TRIPMASTER CORPORATION
STATUS OF PATENTS AS OF SEPTEMBER 23, 2003**

Docket No.	Country	Title	Serial No. Filing Date	Patent No. Issue Date
65474-0021	United States	Remote Vehicle Communications System And Method	08/231,862 04/22/94	5,396,540 03/07/95
65474-0022	United States	System For Accurately Determining The Mileage Traveled By A Vehicle Within A State Without Human Intervention	08/328,982 10/24/94	5,612,875 03/18/97
65474-0023	United States	Design	07/501,634 03/30/90	DES 331,572 12/8/92
65474-0024	United States	Mileage And Fuel Consumption Determination For Geo-Cell Based Vehicle Information Management	08/828,817 03/27/97	5,928,291 07/27/99

*Continuation of USSN 919002, filed 07/23/92