

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

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|--|--|----------------|---------------------|
| <b>SUBMISSION TYPE:</b>  | NEW ASSIGNMENT   |                |                     |
| <b>NATURE OF CONVEYANCE:</b>   | Assignment of Security Interest recorded on May 26, 2005 at Reel/Frame No. 3092/0338 |                |                     |
| <b>CONVEYING PARTY DATA</b>  |  |                |                     |
| Name   | Formerly   | Execution Date | Entity Type         |
| Royal Bank of Canada   |  | 05/12/2006     | CORPORATION: CANADA |
| <b>RECEIVING PARTY DATA</b>  |  |                |                     |
| Name:  | Fund 321 Limited Partnership, carrying on business as Wellington Financial Fund II   |                |                     |
| Street Address:  | 161 Bay St., Suite 2520  |                |                     |
| City:  | Toronto, Ontario   |                |                     |
| State/Country:   | CANADA   |                |                     |
| Postal Code:   | M5J 2S1  |                |                     |
| Entity Type:   | LIMITED PARTNERSHIP: CANADA  |                |                     |
| <b>PROPERTY NUMBERS Total: 4</b>   |  |                |                     |
| Property Type  | Number   | Word Mark      |                     |
| Registration Number:   | 2521469  | AIRIQ          |                     |
| Registration Number:   | 2564751  | EDISPATCH      |                     |
| Registration Number:   | 2596192  | EDISPATCH      |                     |
| Registration Number:   | 3037599  | MOBILEIQ       |                     |
| <b>CORRESPONDENCE DATA</b>   |  |                |                     |
| Fax Number:  | (212)354-8113  |                |                     |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |                |                     |
| Phone:   | 212-819-8923   |                |                     |
| Email:   | trademarkdocket@whitecase.com  |                |                     |
| Correspondent Name:  | Matthew Bart c/o White & Case LLP  |                |                     |
| Address Line 1:  | 1155 Avenue of the Americas  |                |                     |
| Address Line 4:  | New York, NEW YORK 10036   |                |                     |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 1136721-0060   |                |                     |
| <b>DOMESTIC REPRESENTATIVE</b>   |  |                |                     |

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**TRADEMARK**  
**REEL: 003324 FRAME: 0178**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Matthew Bart

Signature:

/Matthew Bart/

Date:

06/08/2006

Total Attachments: 3

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**ASSIGNMENT OF SECURITY INTEREST**

THIS ASSIGNMENT OF SECURITY INTEREST (this "Assignment") dated May 2<sup>nd</sup>, 2006 (the "Effective Date") is entered into by and between Royal Bank of Canada (the "Assignor") and 2037025 Ontario Corporation in its capacity as general partner for and on behalf of GP 4321 Limited Partnership in its capacity as general partner for and on behalf of Fund 321 Limited Partnership, carrying on business as Wellington Financial Fund II (the "Assignee").

WHEREAS, AirIQ Inc. ("AirIQ") and Assignor entered into a letter agreement dated April 25, 2005 (as amended, modified or supplemented from time to time, the "Credit Agreement") pursuant to which Assignor agreed to make certain credit facilities available to AirIQ upon the terms and conditions of the Credit Agreement;

WHEREAS, AirIQ and Assignor entered into a security agreement dated May 2, 2005 pursuant to which AirIQ granted to Assignor a security interest (the "Security Interest") in various intellectual property set forth in the attached Schedule A (the "Intellectual Property");

WHEREAS, Assignor and Assignee entered into an assignment and assumption agreement (the "Assignment and Assumption Agreement") dated May 2<sup>nd</sup>, 2006 pursuant to which Assignor assigned and sold to Assignee all of its right, title and interest in and to the Credit Facility, the Borrowings outstanding and all of its right, title and interest in and to the Credit Documents (as each is defined in the Credit Agreement); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, the Security Interest in the Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby unconditionally assigns and transfers to Assignee, without warranty as to the registration or validity thereof, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Security Interest in the Intellectual Property recorded with the United States Patent and Trademark Office at the following Reel and Frame numbers:

| Reel/Frame Numbers | Date of Recordation |
|--------------------|---------------------|
| 016079/0404        | June 1, 2005        |
| 3092/0338          | May 26, 2005        |

2. This Assignment shall be binding upon the parties, their successors and permitted assigns.

3. Assignor agrees to execute, at the request of Assignee, such further assurances as may be reasonably required in order to permit Assignee to obtain recording of this Assignment.

4. This Assignment may be executed in counterparts (including by way of facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

\* \* \*

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment under the hands of their proper officers duly authorized in that behalf as of the Effective Date.

**ROYAL BANK OF CANADA**

By: Tom Fairbrother  
Name: Tom Fairbrother  
Title: Authorized Signatory

By: \_\_\_\_\_  
Name:  
Title:

**2037025 ONTARIO CORPORATION in its  
capacity as general partner for and on behalf of  
GP 4321 LIMITED PARTNERSHIP in its  
capacity as general partner for and on behalf of  
Fund 321 LIMITED PARTNERSHIP, carrying  
on business as WELLINGTON FINANCIAL  
FUND II**

By: Mark McLeod  
Name: Mark McLeod  
Title: President & CO

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE A****INTELLECTUAL PROPERTY****PATENTS**

| Registration Number | Patent                                     |
|---------------------|--|
| 6,025,774           | Method for Retrieving Vehicular Collateral |
| 6,249,217           | Method for Retrieving Vehicular Collateral |

**TRADEMARKS**

| Registration Number | Trademark |
|---------------------|-----------|
| 3,037,599           | MOBILEIQ  |
| 2,596,192           | EDISPATCH |
| 2,564,751           | EDISPATCH |
| 2,521,469           | AIRIQ     |