

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUNT TECHNOLOGIES, LLC		06/05/2008	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	LLOYDS TSB BANK PLC		
Street Address:	25 Gresham Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2V 7HN		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2138639		
Registration Number:	2134251	TURTLE	
Registration Number:	2224764	HUNT TECHNOLOGIES, INC.	
Registration Number:	2409115	WHERE POWER BECOMES INFORMATION	
Registration Number:	2367030	TURTLEWARE	
Registration Number:	2462294	TERRAPIN	
CORRESPONDENCE DATA			
Fax Number:	(212)878-8375		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128788000		
Email:	trademark.group@cliffordchance.com		
Correspondent Name:	Steven T. Shelton		
Address Line 1:	31 West 52nd Street		
Address Line 2:	Clifford Chance US LLP		
Address Line 4:	New York, NEW YORK 10019-6131		

CH \$165.00 2138639

ATTORNEY DOCKET NUMBER:

70-40352847

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Steven T. Shelton

Signature:

/Steven T. Shelton/

Date:

06/12/2008

Total Attachments: 8

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Intellectual Property Security Agreement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated as of June 5, 2008, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Lloyds TSB Bank plc, as Security Trustee (the "**Security Trustee**") for the Secured Parties (as defined in each of the Facilities Agreement referred to below).

WHEREAS, the Parent and certain of its Subsidiaries (including the Grantors) have entered into a Facilities Agreement dated 30 May 2008 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Facilities Agreement**") with, *inter alios*, the Security Trustee, as arranger, agent and security trustee on behalf of the Secured Parties (as defined therein).

WHEREAS, the Grantors have entered into a Security and Pledge Agreement dated as of June 5, 2008 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Security Trustee for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. **GRANT OF SECURITY**

Each Grantor hereby grants to the Security Trustee for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

- 1.1 all United States, international, and foreign patents, and patent applications set forth in Schedule 1 hereto (as such Schedule 1 may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security Agreement (an "**IP Security Agreement Supplement**"), executed and delivered by such Grantor to the Security Trustee from time to time, together with all reissues, divisions, continuations, continuations-in-part, extensions, re-examinations, and foreign counterparts thereof, and all rights therein provided by international treaties or conventions (the "**Patents**");

- 1.2 all United States and foreign trademark and service mark registrations and, applications set forth in Schedule 2 hereto (as such Schedule 2 may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Trustee from time to time) (the "**Trademarks**");
- 1.3 all copyrights, United States and foreign copyright registrations and applications set forth in Schedule 3 hereto (as such Schedule 3 may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Trustee from time to time) (the "**Copyrights**");
- 1.4 any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- 1.5 any and all proceeds of the foregoing; *provided that*, notwithstanding the foregoing, "**Collateral**" shall not include any rights or interests in any lease, license, agreement or property or assets if under the terms of such lease, license, agreement (or the lease, license or agreement relating to or restricting liens on such property or assets), or applicable law with respect thereto, the assignment or valid grant of a security interest or lien therein to the Security Trustee is prohibited and such prohibition has not been or is not waived or the consent of the other party to the applicable lease, license, or agreement has not been or is not otherwise obtained in spite of the best efforts of the relevant Grantor or under applicable law such prohibition cannot be waived; *provided that* the foregoing exclusion shall in no way be (i) construed to apply to the extent any such prohibition would be rendered ineffective under the Uniform Commercial Code (including Section 9-406 and 9-408) or other applicable law or principles of equity, (ii) construed as to limit, impair or otherwise affect the Security Trustee's unconditional continuing security interests in and liens upon any rights or interests of the Grantors in or to the proceeds thereof, including monies due or to become due under any such lease, license, agreement (including any accounts), or (iii) construed to apply at such time as the condition causing such prohibition shall be remedied and, to the extent severable, "**Collateral**" shall include any portion of such lease, license, agreement or property or assets that does not result in such prohibition.

2. **RECORDATION**

Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents, the Commissioner of Trademarks and any other applicable government officer record this IP Security Agreement.

3. **EXECUTION IN COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. **GRANTS, RIGHTS AND REMEDIES**

This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Trustee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

5. **GOVERNING LAW**

This IP Security Agreement shall be governed by, and construed in accordance with, the federal patent, trademark, and copyright laws of the United States and the laws of the State of New York, without regard to its conflict of laws rules.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CELLNET GROUP INC.

By

Name:

Title:

Address: 30000 Mill Creek Ave, Suite 100
Alpharetta, GA 30022
United States of America

Fax:

Attention:

HUNT TECHNOLOGIES, LLC

By

Name:

Title:

Address: 6436 County Road 11
Pequot Lakes, MN 56472
United States of America

Fax:

Attention:

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CELLNET GROUP INC.

By *[Signature]*
Name: *Joerg Przybylo*
Title: *Attorney*

Address: 30000 Mill Creek Ave, Suite 100
Alpharetta, GA 30022
United States of America

Fax:

Attention:

NW

HUNT TECHNOLOGIES, LLC

By *[Signature]*
Name: *NEIL A. WILSON*
Title: *ATTORNEY*

Address: 6436 County Road 11
Pequot Lakes, MN 56472
United States of America





Fax:

Attention:

SCHEDULE 2
TRADEMARKS AND TRADE NAMES

1. CELLNET GROUP INC.

U.S. Registered Trademarks

Trademark	Reg. No.	Reg. Date
Design Only 	2903649	November 16, 2004
CELLNET	1820453	February 8, 1994
Design Only 	2818010	February 24, 2004
MY ENERGYINFO (design) 	2877840	August 24, 2004
UTILITYDATALINK (design) 	2815470	February 17, 2004
UTILINET	1849034	August 9, 1994

U.S. Trademark Applications

Trademark	Application Serial No.	Filing Date
AMI2	78883764	5/16/2006
AMI2	78883841	5/16/2006

Trademark	Application Serial No.	Filing Date
AMI3	78883796	5/16/2006
AMI3	78883780	5/16/2006
AMIN	78883821	5/16/2006
AMIN	78883805	5/16/2006
MADCITY BROADBAND	78838986	3/16/2006

Registered Foreign Trademarks

Australia	UTILNET	713901	10/20/1997
Mexico	UTILNET	666394	7/28/2000

Registered U.S. State Trademarks

Trademark	State	Registration Date
MADCITY BROADBAND	Wisconsin	8/16/2006
BE HOT	Wisconsin	8/16/2006

2. HUNT TECHNOLOGIES, LLC

Trademarks

<u>Trademarks and Trade Names</u>	<u>Country</u>	<u>Reg No.</u>	<u>Application No.</u>
MISCELLANEOUS DESIGN (TURTLE LOGO)	USA	2138639	
TURTLE	USA	2134251	
HUNT TECHNOLOGIES, INC. AND DESIGN	USA	2224764	
WHERE POWER BECOMES INFORMATION	USA	2409115	
TURTLEWARE (STYLIZED)	USA	2367030	
TERRAPIN	USA	2462294	