

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
DriverTech, LLC		06/21/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Transportation Alliance Bank Inc.		
Street Address:	4185 Harrison Blvd. Suite 200		
City:	Ogden		
State/Country:	UTAH		
Postal Code:	84493		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77334030	FLEETWATCHER	
Serial Number:	77186853	DRIVERTECH	
Serial Number:	77186778	TRUCK PC	
CORRESPONDENCE DATA			
Fax Number:	(801)328-0537		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801-521-3200		
Email:	bwinder@joneswaldo.com		
Correspondent Name:	Brent T. Winder		
Address Line 1:	170 South Main Street		
Address Line 2:	Suite 1500		
Address Line 4:	Salt Lake City, UTAH 84101		
ATTORNEY DOCKET NUMBER:	20067.0010		
NAME OF SUBMITTER:	Brent T. Winder		

CH \$90.00 77334030

Signature:	/Brent T. Winder/
Date:	07/01/2008
Total Attachments: 7 source=Redacted Security Agreement#page1.tif source=Redacted Security Agreement#page2.tif source=Redacted Security Agreement#page3.tif source=Redacted Security Agreement#page4.tif source=Redacted Security Agreement#page5.tif source=Redacted Security Agreement#page6.tif source=Redacted Security Agreement#page7.tif	

Execution

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is dated as of June 21, 2008, by and between DRIVERTECH, LLC ("Grantor"), and TRANSPORTATION ALLIANCE BANK ("Secured Party").

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of June 21, 2008, (the "Credit Agreement"). All capitalized terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that the Grantor shall grant to Secured Party a security interest in all of Grantor's right, title, and interest in, to and under all of the Intellectual Property Collateral (as defined below) whether presently existing or hereafter acquired.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Effective Date. This Agreement shall be effective as of June 21, 2008.
2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under all of its intellectual property, including without limitation the following (all of which shall collectively be called the "**Intellectual Property Collateral**"):
 - (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

REDACTED

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit C attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit D attached hereto (collectively, the “**Trademarks**”);

REDACTED

REDACTED

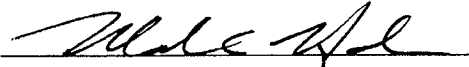
IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

GRANTOR:

DRIVERTECH, LLC

Address of Grantor:

1960 Milestone Drive, Suite B
Salt Lake City, Utah 84104
Attn: Mark Haslam

By: 

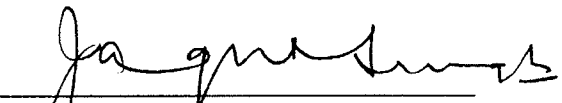
Its: Pres / CEO

SECURED PARTY:

TRANSPORTATION ALLIANCE
BANK INC.

Address of Secured Party:

4185 Harrison Blvd., Suite 200
Ogden, Utah 84493
Att'n: Stephen Parker, V.P.

By: 

Its: PRESIDENT & CEO

REDACTED

EXHIBIT C

Patents

<u>Description</u>	<u>Patent/Serial Number</u>	<u>Issue/Application Date</u>
System and methods for remotely communicating with a vehicle.	10/827,661	4/19/04

In addition, Guarantor has numerous trade secrets which may be patentable for which patent applications have not yet been filed.

EXHIBIT D

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
FLEETWATCHER	77/334,030	11/20/07
DRIVERTECH	77/186,853	05/22/07
TRUCK PC	77/186,778	05/22/07