

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GPS IT, LLC		11/07/2008	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2411285	UPLINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)953-5822		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-953-6105		
<b>Email:</b>	dstolle@jw.com		
<b>Correspondent Name:</b>	David Stolle		
<b>Address Line 1:</b>	901 Main Street, Suite 6000		
<b>Address Line 4:</b>	Dallas, TEXAS 75202		
<b>ATTORNEY DOCKET NUMBER:</b>	218803.278		
<b>NAME OF SUBMITTER:</b>	David Stolle		
<b>Signature:</b>	/David Stolle/		
<b>Date:</b>	11/25/2008		

CH \$40.00 2411285

Total Attachments: 5

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (this "Agreement") dated as of November 7, 2008 (as defined in the Loan Agreement) is between **SILICON VALLEY BANK** ("Bank") and **GPS IT, LLC**, a Nevada limited liability company ("Grantor").

RECITALS

A. Bank has made and will make advances to Grantor ("Loans") as described in that certain Loan and Security Agreement dated as of February 28, 2008 (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

B. Bank's agreement to make such advances is subject to, among other things, Grantor's granting to Bank a security interest in Grantor's Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").

C. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

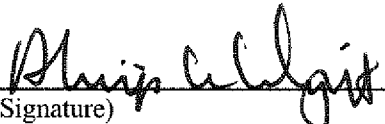
This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

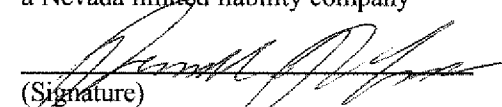
**BANK:**

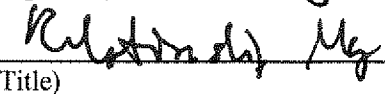
**GRANTOR:**

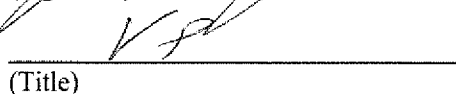
**SILICON VALLEY BANK**

**GPS IT, LLC,**  
a Nevada limited liability company

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Title)

*mt 11/7*

**EXHIBIT A**

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All moral rights, copyrights, website content, and other rights of authorship and exploitation, and any applications, registrations and renewals in connection therewith.

## EXHIBIT B

### PATENTS

Country	Title	Application No.	Filing Date	Patent No.	Issue Date
United States	Method and System for Golf Cart Control	10754916	01/09/2004	7239965	07/03/2007
United States	Satellite Enhanced Golf Information System	08858816	05/19/1997	5772534	06/30/1998
United States	Passive Golf Information System and Method	08449805	05/24/1995	5685786	11/11/1997
United States	Golf Distance Measuring System and Method	07804368	12/10/1991	5364093	11/15/1994
United States	Golf Information System	07942343	09/09/1992	5326095	07/05/1994

**EXHIBIT C**

**TRADEMARKS**

“IQLink”

“UpLink”

“INOVA”

**EXHIBIT D**

Mask Works

none

