

**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>
Discrete Wireless, Inc.		10/23/2009	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Dr.		
<b>Internal Address:</b>	HG 150		
<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:	3621534	LOCATION IS JUST THE BEGINNING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)292-4510		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3032927939		
<b>Email:</b>	trish.rogers@moyewwhite.com		
<b>Correspondent Name:</b>	Patricia J. Rogers		
<b>Address Line 1:</b>	1400 16th St.		
<b>Address Line 2:</b>	Suite 600		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	9882.00046		
<b>NAME OF SUBMITTER:</b>	Patricia H. Rogers		
<b>Signature:</b>	/patricia j. rogers/		

CH \$40.00 3621534

**900146279**

**TRADEMARK  
 REEL: 004085 FRAME: 0892**

Date:

10/27/2009

**Total Attachments: 3**

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**SECOND AMENDMENT  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS SECOND AMENDMENT** to Intellectual Property Security Agreement (this "Amendment") is entered into to be effective the 23<sup>rd</sup> day of October, 2009, by and between **SILICON VALLEY BANK** ("Bank") and **DISCRETE WIRELESS, INC.**, a Georgia corporation ("Borrower").

**RECITALS**

**A.** Bank and Borrower have entered into that certain Intellectual Property Security Agreement dated as of August 15, 2006, as amended by a First Amendment, dated November 10, 2008 (as the same may from time to time be amended, modified, supplemented or restated, the "IP Agreement"), pursuant to which Borrower has granted Bank a security interest in all of Borrower's Intellectual Property.

**B.** Borrower has requested that Bank amend the IP Agreement to add an additional Trademark to Exhibit C thereof.

**C.** Bank has agreed to so amend certain provisions of the IP Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

**1. Definitions.** Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the IP Agreement.

**2. Amendments to IP Agreement.** Exhibit C to the IP Agreement is hereby deleted in its entirety and replaced with Exhibit A to this Amendment.

**3. Limitation of Amendment.**

**3.1** The amendment set forth in **Section 2**, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any other amendment, waiver or modification of any other term or condition of the IP Agreement, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with the IP Agreement.

**3.2** This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

**4. Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

**BANK:**

SILICON VALLEY BANK

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

**BORROWER:**

DISCRETE WIRELESS, INC.

By: Gil Fridman  
Name: GIL FRIDMAN  
Title: CFO

**EXHIBIT A to FIRST AMENDMENT****EXHIBIT "C"****TRADEMARKS**

<u>Title/Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Discrete Wireless Service Mark	2678766	01/21/03
MARCUS	2689917	02/25/03
YOUR FLEET IS ONE CLICK AWAY, 24 HOURS A DAY	3621536	12/26/2007
LOCATION IS JUST THE BEGINNING	3621535	12/26/2007
MARCUS 3G	77359490	12/26/2007
DISCRETE WIRELESS	3621533	12/26/2007
LOCATION IS JUST THE BEGINNING	3621534	12/26/2007