

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|---|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Drive Thru Technology Inc. | | 11/23/2009 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | CapitalSource Bank | | |
| Street Address: | 4445 Willard Avenue | | |
| Internal Address: | 12th Floor | | |
| City: | Chevy Chase | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20815 | | |
| Entity Type: | Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2975301 | DTT THE FUTURE OF REMOTE DIGITAL SURVEILLANCE | |
| Registration Number: | 2941251 | DTT ONSITE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (412)562-1041 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 412-562-1637 | | |
| Email: | vicki.cremonese@bipc.com | | |
| Correspondent Name: | Michael L. Dever | | |
| Address Line 1: | 301 Grant Street | | |
| Address Line 2: | 20th Floor | | |
| Address Line 4: | PITTSBURGH, PENNSYLVANIA 15219 | | |
| ATTORNEY DOCKET NUMBER: | 0069906-000011 | | |
| NAME OF SUBMITTER: | Michael L. Dever | | |

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**TRADEMARK
 REEL: 004107 FRAME: 0439**

| | |
|--|--------------------|
| Signature: | /Michael L. Dever/ |
| Date: | 12/03/2009 |
| Total Attachments: 5 source=capitalsource bank-drive thru technology security agreement#page1.tif source=capitalsource bank-drive thru technology security agreement#page2.tif source=capitalsource bank-drive thru technology security agreement#page3.tif source=capitalsource bank-drive thru technology security agreement#page4.tif source=capitalsource bank-drive thru technology security agreement#page5.tif | |

ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

November 23, 2009

WHEREAS, DRIVE THRU TECHNOLOGY INC., a California corporation ("**Grantor**"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "**Trademarks**");

WHEREAS, Grantor has entered into a Revolving Credit and Security Agreement, dated as of November 23, 2009 by and among Grantor, the other credit parties party thereto, the lenders party thereto, and CapitalSource Bank, as agent for certain lenders ("**Agent**"), (the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Agent a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "**Collateral**"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

[SIGNATURE PAGE TO ACKNOWLEDGEMENT OF SECURITY INTEREST IN TRADEMARKS]

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

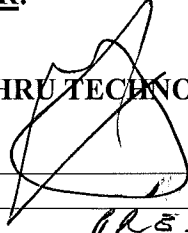
GRANTOR:

DRIVE THRU TECHNOLOGY INC.

By: _____

Name: _____

Title: _____



SAM MAFLEY
PRES / CEO

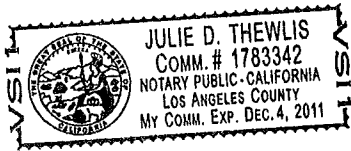
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On November 25, 2009 before me, Julie D Thewlis, Notary Public,

personally appeared Sam Naficy



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity (ies), and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Julie D Thewlis
Signature of Notary/Public

Place Notary Seal Above

FOR COUNTY RECORDER ONLY

Name of Notary: Julie D. Thewlis
County of Principal Place of Business: Los Angeles
Telephone No.: 310.5730-3800
Notary's Registration No.: 1783342
Commission Expiration Date: Dec 4, 2011

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

| | |
|--|--|
| Signer's Name: _____ | Signer's Name: _____ |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Corporate Officer - Title(s): _____ | <input type="checkbox"/> Corporate Officer - Title(s): _____ |
| <input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
| RIGHT THUMBPRINT OF SIGNER Top of thumb here | RIGHT THUMBPRINT OF SIGNER Top of thumb here |

Signer Is Representing:

Signer Is Representing:

SCHEDULE 1 TO
ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

Registered Trademarks

| Trademark | U.S. Serial No. | U.S. Registration |
|---|------------------------|--------------------------|
| DTT THE FUTURE OF REMOTE DIGITAL SURVEILLANCE | 2,975,301 | July 26, 2005 |
| DTT ONSITE | 2,941,251 | April 19, 2005 |