

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ShockWatch, Inc.		09/30/2009	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, N.A.		
<b>Street Address:</b>	1445 Rose Avenue		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	National Association: TEXAS		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3606384	EQUIPCOMMAND	
Registration Number:	3603592	FLEETCONTROL	
Registration Number:	1101993	SHOCKWATCH	
Registration Number:	3682639	TILTWATCH	
Serial Number:	77543661	TREKVIEW-H	
Serial Number:	77543656	TREKVIEW	
Serial Number:	77370510	DROPSHOT	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-788-8523		
Email:	HWRITM@hunton.com		
Correspondent Name:	Edward T. White-Hunton & Williams LLP		
Address Line 1:	951 East byrd Street		

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**TRADEMARK  
 REEL: 004115 FRAME: 0756**

Address Line 2: Riverfront Plaza-East Tower  
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	42575.100074
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	12/17/2009

Total Attachments: 3  
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## TRADEMARK SECURITY AGREEMENT

WHEREAS, ShockWatch, Inc. ("Grantor") owns the trademarks listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain affiliates of Grantor and Wells Fargo Bank, National Association ("Secured Party") are parties to that certain Credit Agreement dated as of September 30, 2009 (as same may be amended, restated, supplemented or modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 30, 2009 (as same may be amended, restated, supplemented or modified from time to time, the "Security Agreement"), between Grantor, certain affiliates of Grantor and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all obligations under the Loan Documents (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, including, without limitation, the trademarks (together with any reissues, continuations or extensions thereof) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, including, without limitation, the trademarks referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademarks referred to in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30th day of September, 2009.

Acknowledged:

**GRANTOR:**

SHOCKWATCH, INC.

By: David E. Chisum  
Name: DAVID E. CHISUM  
Title: CFO

**SECURED PARTY:**

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Jacob Osterman  
Name: Jacob Osterman  
Title: Vice President

Schedule 1  
to Trademark  
Security Agreement

Mark	Country	Owner	Ser./Reg. No.
EQUIPCOMMAND	U.S.	Shockwatch, Inc.	3,606,384
FLEETCONTROL	U.S.	Shockwatch, Inc.	3,603,592
SHOCKWATCH (stylized)	U.S.	Shockwatch, Inc.	1,101,993
TILTWATCH	U.S.	Shockwatch, Inc.	3,682,639
TREK VIEW-H	U.S.	Shockwatch, Inc.	77/543,661
TREK VIEW	U.S.	Shockwatch, Inc.	77/543,656
DROPSHOT	U.S.	Shockwatch, Inc.	77/370,510