

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
SATELLITE TRACKING OF PEOPLE, LLC		03/12/2010	LIMITED LIABILITY COMPANY: DELAWARE
VERQUIS, LLC		03/12/2010	LIMITED LIABILITY COMPANY: DELAWARE
SATELLITE TRACKING OF PEOPLE VQ LLC		03/12/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PRAIRIE FIRE CAPITAL, LLC
Street Address:	917 Tahoe Blvd.
City:	Incline Village
State/Country:	NEVADA
Postal Code:	89451
Entity Type:	LIMITED LIABILITY COMPANY:

Name:	PTOLEMY CAPITAL, LLC
Street Address:	917 Tahoe Blvd.
City:	Incline Village
State/Country:	NEVADA
Postal Code:	89451
Entity Type:	LIMITED LIABILITY COMPANY:

Name:	GARMARK PARTNERS II, L.P. c/o GARMARK ADVISORS II L.L.C.
Street Address:	One Landmark Square, 6th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	LIMITED PARTNERSHIP:

Name:	JHW GREENTREE CAPITAL, L.P.
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Street Address:	130 Main Street
City:	New Canaan
State/Country:	CONNECTICUT
Postal Code:	06840
Entity Type:	LIMITED PARTNERSHIP:

Name:	John W. BLACKBURN
Street Address:	917 Tahoe Blvd., Suite 200
City:	Incline Village
State/Country:	NEVADA
Postal Code:	89451
Entity Type:	INDIVIDUAL:

Name:	Nathan A. HORVATH
Street Address:	917 Tahoe Blvd., Suite 200
City:	Incline Village
State/Country:	NEVADA
Postal Code:	89451
Entity Type:	INDIVIDUAL:

Name:	Brian C. MALKERSON
Street Address:	210 Lafayette Street, 9C
City:	New York
State/Country:	NEW YORK
Postal Code:	10012
Entity Type:	INDIVIDUAL:

Name:	THE MICHAEL AND KAREN STONE FAMILY FOUNDATION, INC.
Street Address:	917 Tahoe Blvd., Suite 200
City:	Incline Village
State/Country:	NEVADA
Postal Code:	89451
Entity Type:	FOUNDATION:

Name:	CASTLEMAN FAMILY FOUNDATION
Street Address:	917 Tahoe Blvd., Suite 200
City:	Incline Village
State/Country:	NEVADA
Postal Code:	89451
Entity Type:	FOUNDATION:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3640136	TRACK THE BODY, NOT THE BOX.
Registration Number:	2948635	VERITRACKS
Registration Number:	3169898	BLUTAG
Registration Number:	3240512	CELLTAG
Registration Number:	3379642	BLUBOX
Registration Number:	3599294	LIVE~LIVE
Registration Number:	3603670	BLUSCAN
Registration Number:	3446976	BLUHOME
Registration Number:	3072326	SATELLITE TRACKING OF PEOPLE
Registration Number:	3641330	BLUBAND
Serial Number:	77921686	STALKER ALERT
Serial Number:	77784637	BLUFONE
Serial Number:	77885219	REMOVING THE ANONYMITY OF CRIME
Registration Number:	2765152	VERITRACKS

CORRESPONDENCE DATA

Fax Number: (801)799-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 801-799-5800
Email: pastivers@hollandhart.com
Correspondent Name: Joshua N. Randall
Address Line 1: 60 E. South Temple, Suite 2000
Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:	75740.0002
NAME OF SUBMITTER:	Joshua N. Randall
Signature:	/Joshua N. Randall/
Date:	04/19/2010

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of March, 2010, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), for the benefit of the purchasers of senior secured notes under the Purchase Agreement (the "Secured Parties").

WITNESSETH:

WHEREAS, pursuant to that certain Securities Purchase Agreement dated as of March 12, 2010 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Purchase Agreement") among Satellite Tracking of People LLC, a Delaware limited liability company (the "Company"), the Secured Parties have agreed to purchase the Notes; and

WHEREAS, the purchase of the Notes is conditioned upon the delivery to the Secured Parties that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks including those United States registrations and applications listed on Schedule I hereto;

(b) all continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction and are coextensive with the security interests granted to the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall file, be issued or acquire rights to any new trademark registration or application, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Secured Parties with respect to any such new trademark rights, in no event less than quarterly. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Secured Parties unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Parties' continuing security interest in all Collateral, whether or not listed on Schedule I.


6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, the provisions of this Trademark Security Agreement shall be construed in accordance with the definitional provisions of Section 1.03 of the Purchase Agreement. Any reference herein to the satisfaction of or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations other than unasserted contingent indemnification obligations.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


SATELLITE TRACKING OF PEOPLE, LLC

By: 
Name: Steve Logan
Title: CEO

VERQUIS, LLC

By: 
Name: Steve Logan
Title: CEO

SATELLITE TRACKING OF PEOPLE VQ LLC

By: 
Name: Steve Logan
Title: CEO

(Signature Page to Trademark Security Agreement)

SCHEDULE - 1

<u>Trademark/Application No.</u>	<u>Trademark</u>	<u>Status</u>
3,640,136	"Track the Body, Not the Box"	Registration Issued 6/16/2009
2,948,635	"VERITRACKS"	Registration Issued 5/10/2005
3,169,898	"BluTag"	Registration Issued 11/7/2006
3,240,512	"CELLTAG"	Registration Issued 5/8/2007
3,379,642	"BLUBOX"	Registration Issued 2/5/2008
3,599,294	"LIVE-LIVE"	Registration Issued 3/31/2009
3,603,670	"BLUSCAN"	Registration Issued 4/7/2009
3,446,976	"BLUHOME"	Registration Issued 6/10/2008
3,072,326	"Satellite Tracking of People"	Registration Issued 3/21/2006 – Supplemental Register
3,641,330	"BLUBAND"	Registration Issued 6/16/2009
77/921,686	"STALKER ALERT"	Application filed 1/27/2010
77/784,637	"BLUFONE"	Application filed 5/21/2008
77/885,219	"Removing the Anonymity of Crime"	Application filed 12/3/2009
2,765,152	"VERITRACKS"	Registration Issued 9/16/2003