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TO:TODD SCHNEIDER COMPANY:PAUL, HASTINGS, JANOFSKY &amp; WALKER LLP

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.107/15/2010  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Acceptance Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Remote Dynamics, Inc.		07/01/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bounce Mobile Systems, Inc. , as acting collateral agent		
Street Address:	30950 Rancho Viejo Road Suite 120		
City:	San Juan Capistrano		
State/Country:	CALIFORNIA		
Postal Code:	92675		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3278280	REMOTE DYNAMICS	
Registration Number:	3278281	REMOTE DYNAMICS	
Registration Number:	3007145	REMOTE DYNAMICS	
Registration Number:	3000385	REMOTE DYNAMICS TELEMATICS DEFINED	
Registration Number:	3000391	REMOTEDYNAMICS TELEMATICS DEFINED	
Registration Number:	3000392	TELEMATICS DEFINED	
Registration Number:	3000393	REMOTEDYNAMICS TELEMATICS DEFINED	
Registration Number:	3058569	REDIVIEW	
Registration Number:	3058570	REDIVIEW	
Registration Number:	3000394	TELEMATICS DEFINED	
CORRESPONDENCE DATA			
Fax Number:	(858)458-3005		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	8584583000		

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TO:TODD SCHNEIDER COMPANY:PAUL, HASTINGS, JANOFSKY &amp; WALKER LLP

Email:	prosecutiondocketing@paulhastings.com
Correspondent Name:	Todd Schneider
Address Line 1:	Paul, Hastings, Janofsky & Walker LLP
Address Line 2:	P.O. Box 919092
Address Line 4:	San Diego, CALIFORNIA 92191-9092
ATTORNEY DOCKET NUMBER:	38729.00016
NAME OF SUBMITTER:	Todd Schnedler
Signature:	/Todd Schneider/
Date:	07/15/2010
<b>Total Attachments: 7</b> source=Acceptance Agreement#page1.tif source=Acceptance Agreement#page2.tif source=Acceptance Agreement#page3.tif source=Acceptance Agreement#page4.tif source=Acceptance Agreement#page5.tif source=Acceptance Agreement#page6.tif source=Acceptance Agreement#page7.tif	

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TO:TODD SCHNEIDER COMPANY:PAUL, HASTINGS, JANOFSKY &amp; WALKER LLP

Remote Dynamics, Inc.

July 1, 2010

Bounce Mobile Systems, Inc.  
 90950 Rancho Viejo Road Suite 120  
 San Juan Capistrano, CA 92675

**Re: Acceptance Agreement**

Remote Dynamics, Inc. ("RDI") acknowledges receipt of the notices of default and the notice of proposal dated July 1, 2010 from Bounce Mobile Systems, Inc., as acting collateral agent (the "Collateral Agent") for each holder identified on Exhibit A attached hereto of RDI's (a) Series A Senior Secured Convertible Promissory Notes, (b) Original Issue Discount Series A Senior Secured Convertible Promissory Notes, (c) Series B Senior Secured Convertible Promissory Notes and (d) Original Issue Discount Series B Senior Secured Convertible Promissory Notes, (collectively, the "Holders") to accept collateral in full satisfaction of the obligations it secures given pursuant to Section 9-620 of the Uniform Commercial Code (the "Section 9-620 Proposal") pursuant to the following:

(a) the Note and Warrant Purchase Agreement dated February 23, 2006 (the "Series A NPA") and the Security Agreement of the same date (the "Series A Security Agreement"), together with all agreements and documents executed by us in favor of Holders in connection with the Series A NPA; and

(b) the Note and Warrant Purchase Agreement dated November 30, 2006 (the "Series B NPA") and the Security Agreement of the same date (the "Series B Security Agreement"), together with all agreements and documents executed by us in favor of Holders in connection with the Series B NPA.

The documents listed in (a) and (b) above are collectively referred to herein as the "Note Purchase Documents". The Series A Security Agreement, and the Series B Security Agreement are collectively referred to herein as the "Security Agreements". Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them on Exhibit C hereto.

1. **Acceptance.** RDI acknowledges that (i) material events of default have occurred and are continuing under the terms of the Note Purchase Documents, (ii) as a result thereof, the Holders are entitled to exercise all of their rights, options and remedies available under the Note Purchase Documents, including in particular the Security Agreements, and otherwise available at law or in equity, and (iii) prior to giving effect to the transactions contemplated by the Section 9-620 Proposal, all of the indebtedness and other obligations under the Note Purchase Documents are unconditionally owing by RDI without offset, defense or counterclaim of any kind, nature and description whatsoever. Pursuant to Section 9-620 of the Uniform Commercial Code, RDI hereby consents to the

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Collateral Agent's (acting on behalf of the Holders) acceptance of the following collateral in full satisfaction of the obligations under the Note Purchase Documents: all Collateral as defined in the Security Agreements, other than as set forth on Exhibit B hereto (collectively, the "Subject Collateral"). RDI hereby irrevocably transfers, conveys, assigns and delivers to Collateral Agent (acting on behalf of the Holders), free and clear of any and all Liens (as defined below), all right, title and interest in and to all Subject Collateral.

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5. **Acceptance, General Releases and Indemnification.** Upon the effectiveness of the transfer of the Subject Collateral to the Collateral Agent (acting on behalf of the Holders) pursuant to this Acceptance Agreement, the parties agree as follows:

(a) RDI hereby fully, completely, absolutely, unconditionally and irrevocably releases, and discharges the Collateral Agent, each Holder and each of their respective successors, transferees and assigns (including, without limitation, any transferee of the Subject Collateral), and each of their respective past and present affiliates, managers, members, officers, directors, partners, owners, shareholders, employees, agents, consultants, attorneys and other advisors (including accountants and financial advisors) or other representatives, whether acting in their representative or individual capacities, from any and all claims, causes of action, rights and actions of any kind or nature whatsoever, either at law or in equity, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, vested or contingent, accrued or unaccrued, including without limitation all claims in any way arising out of or relating to the Note Purchase Documents, the Subject Collateral or this foreclosure except for obligations arising from this Acceptance Agreement including the duty to confirm and defend the transfer of the Subject Collateral.

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TO:TODD SCHNEIDER COMPANY:PAUL, HASTINGS, JANOFSKY & WALKER LLP

[Signature page follows]

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TO:TODD SCHNEIDER COMPANY:PAUL, HASTINGS, JANOFSKY & WALKER LLP

IN WITNESS WHEREOF, the parties have duly executed this Acceptance Agreement as of the day and year first written above.

REMOTE DYNAMICS, INC.

By: [Signature]  
Name: KEITH MOORE  
Title: Corp. Secretary

SUBSCRIBED AND SWORN to before me this 1<sup>st</sup> day of July, 2010  
[Signature]  
Notary Public



My Commission Expires: Sept. 2, 2011

COLLATERAL AGENT (on behalf of the Holder)

Bounce Mobile Systems, Inc. as Collateral Agent

By: [Signature]  
Name: Paul C. [unclear]  
Title: CEO

SUBSCRIBED AND SWORN to before me this 1<sup>st</sup> day of July, 2010  
[Signature]  
Notary Public



My Commission Expires: Sept 2 2011

(Signatures page to Acceptance Agreement)

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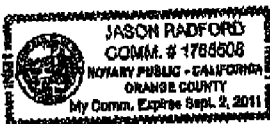
TO:TODD SCHNEIDER COMPANY:PAUL, HASTINGS, JANOFSKY & WALKER LLP

Belief as to Sections 2(a) and (7)

BOUNCE MOBILE SYSTEMS, INC. (on behalf of itself)

By: [Signature]  
Name: David J. Ho  
Title: CFO

SUBSCRIBED AND SWORN to  
before me this 15<sup>th</sup> day  
of July, 2010.  
[Signature]  
Notary Public  
My Commission Expires  
Sept 2, 2011



[Signature page to Acceptance Agreement]

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TO:TODD SCHNEIDER COMPANY:PAUL, HASTINGS, JANOFFSKY & WALKER LLP

**Exhibit A**

**Holders**

Alpha Capital Aktiengesellschaft
Bounce Mobile Systems, Inc.
Dolphin Offshore Partners, L.P.
Doug Bracklin
J.R. Reese Investments I, Ltd.
Michael Lowther
Osher Capital Inc.
Pasco Capital L.L.C.
Rawleigh Falls
RHK Midtown Partners LLC
RHP Master Fund, Ltd.
Richard Henri Kreger
Sandor Capital Master Fund, L.P.
SDS Capital Group SPC Ltd.
Thomas A. Montgomery
Whalehaven Capital Fund Limited