

**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>
inthinc, inc.		12/22/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Partners for Growth III, L.P.		
<b>Street Address:</b>	180 Pacific Avenue		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77576517	INTHINC	
<b>Serial Number:</b>	77588606	TIWI	
<b>Serial Number:</b>	77591557	TIWIPRO	
<b>Serial Number:</b>	77588210	WAYSMAART	
<b>Registration Number:</b>	3178891	WITNESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)738-5371		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4153813283		
<b>Email:</b>	ben@greenspan-law.com		
<b>Correspondent Name:</b>	Benjamin Greenspan		
<b>Address Line 1:</b>	620 Laguna Road		
<b>Address Line 4:</b>	Mill Valley, CALIFORNIA 94941		
<b>ATTORNEY DOCKET NUMBER:</b>	PFG3-INTHINC		

**OP \$140.00 77576517**

NAME OF SUBMITTER:	Benjamin Greenspan
Signature:	/bg2/
Date:	12/23/2010
Total Attachments: 4 source=inthinc uspto trademark notice as filed#page1.tif source=inthinc uspto trademark notice as filed#page2.tif source=inthinc uspto trademark notice as filed#page3.tif source=inthinc uspto trademark notice as filed#page4.tif	

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of December 22, 2010, is between inthinc, inc., a Delaware corporation with its principal place of business at 4225 West Lake Park Blvd., Suite 100, West Valley City UT ("Assignor") and Partners for Growth III, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement of even date herewith, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee of even date herewith, by and among Assignor and Assignee;


NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

inthinc, inc.

By

  
Chief Executive Officer  
Financial

By

Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By

Name:

Title: Manager, Partners for Growth III,  
LLC, Its General Partner

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WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee of even date herewith, by and among Assignor and Assignee;

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Executed as of the date first above written.

Assignor:


inthinc, inc.

By \_\_\_\_\_  
Chief Executive Officer

By \_\_\_\_\_  
Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By  \_\_\_\_\_

Name: LORRAINE NIZIO

Title: Manager, Partners for Growth III, L.P., Its General Partner

**EXHIBIT 1**  
**inthinc Technology Solutions, Inc.**

**Trademark Schedule**

**inthinc, inc. Trademarks**

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Applicant / Owner</u>	<u>Issue Date</u> <u>Registered Date</u>
INTHINC	77/576517	09-23-2008	inthinc, inc.	05-25-2010

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Applicant / Owner</u>	<u>Issue Date</u> <u>Registered Date</u>
TIWI	77/588606	10-08-2008	inthinc, inc.	
TIWIPRO	77/591557	10-13-2008	inthinc, inc.	

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Applicant / Owner</u>	<u>Issue Date</u> <u>Registered Date</u>
WAYS MART	77/588210	10-08-2008	inthinc, inc.	

<u>Mark</u>	<u>Serial No.</u>	<u>Applicant / Owner</u>	<u>Issue Date</u> <u>Registered Date</u>
WITNESS	Reg. No. 3178891		
INDEPENDENT WITNESS	Reg. No. 3125381		