

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
LOCATION BASED TECHNOLOGIES, INC.		01/10/2011	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	38 TECHNOLOGY DRIVE
Internal Address:	SUITE 150
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92618
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3771051	POCKETFINDER
Registration Number:	3757583	POCKETFINDER
Registration Number:	3551250	LOCATION BASED TECHNOLOGIES
Registration Number:	3534790	LINKING PEOPLE THROUGH TECHNOLOGY
Registration Number:	3532111	
Registration Number:	3489768	YOUR WORLD. LOCATED.
Registration Number:	3487932	POCKETFINDER PETS
Registration Number:	3465863	ITALK
Registration Number:	3459842	LUGGAGE TRACKER
Registration Number:	3449194	POCKETFINDER
Registration Number:	3420966	PETFINDER
Registration Number:	3388770	YOUR WORLD LOCATED
Registration Number:	3388587	

TRADEMARK

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REEL: 004454 FRAME: 0849

OP \$440.00 3771051

Registration Number:	3388404	POCKETFINDER
Registration Number:	3354692	ITALK
Registration Number:	3320618	POCKETFINDER
Serial Number:	77303429	PETFINDER

CORRESPONDENCE DATA

Fax Number: (404)962-6736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (404) 885-3038
Email: michael.brignati@troutmansanders.com
Correspondent Name: MICHAEL J. BRIGNATI, PH.D.
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET, N.E.
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.001189
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
Signature:	/Michael J. Brignati 60,890/
Date:	01/14/2011

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 10, 2011 by and between SILICON VALLEY BANK, a California corporation (“Bank”) and LOCATION BASED TECHNOLOGIES, INC., a Nevada corporation (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

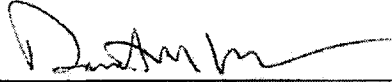
Address of Grantor:

38 Discovery, Suite 150
Irvine, California 92618

Attn: David Morse

GRANTOR:

LOCATION BASED TECHNOLOGIES, INC.

By: 
Name: DAVID M. MORSE
Title: CEO

Address of Bank:

38 Technology Drive, Suite 150
Irvine, California 92618

Attn: Brett Maver

BANK:

SILICON VALLEY BANK

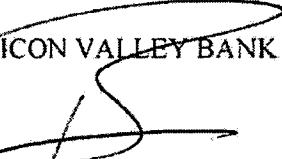
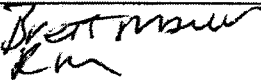
By: 
Name: Brett Maver
Title: 

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A

EXHIBIT B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
USER INTERFACE FOR DISPLAYING INFORMATION ASSOCIATED WITH ZONES OF COVERAGE AND REFERENCE ICONS REPRESENTING INDIVIDUALS BEING MONITORED BY A LOCATION TRACKING SYSTEM FOR A COMPUTER DISPLAY SCREEN	D620,948	08/03/2010
LOCATION TRACKING DEVICE AND BASE CHARGING UNIT	D619,912	07/20/2010
USER INTERFACE FOR DISPLAYING INFORMATION ASSOCIATED WITH AN INDIVIDUAL BEING MONITORED BY A LOCATION TRACKING SYSTEM FOR A COMPUTER DISPLAY SCREEN	D617,805	06/15/2010
USER INTERFACE FOR DISPLAYING IDENTIFICATION SETTINGS OF AN INDIVIDUAL BEING MONITORED BY A LOCATION TRACKING SYSTEM FOR A COMPUTER DISPLAY SCREEN	D617,333	06/08/2010
GRAPHICAL USER INTERFACE FOR USE WITH A LOCATION TRACKING DEVICE FOR A COMPUTER DISPLAY SCREEN	D614,635	04/27/2010
GRAPHICAL USER INTERFACE FOR USE WITH A LOCATION TRACKING DEVICE FOR A COMPUTER DISPLAY SCREEN	D608,367	01/19/2010
USER INTERFACE FOR DISPLAYING MEDICAL INFORMATION ASSOCIATED WITH AN INDIVIDUAL BEING MONITORED BY A LOCATION TRACKING SYSTEM ON A COMPUTER DISPLAY SCREEN	D600,248	09/15/2009



USER INTERFACE FOR DISPLAYING INFORMATION ASSOCIATED WITH A FIRST ZONE OF COVERAGE OF AN INDIVIDUAL BEING MONITORED BY A LOCATION TRACKING SYSTEM ON A COMPUTER DISPLAY SCREEN	D599,810	09/08/2009
LOCATION TRACKING DEVICE AND BASE CHARGING UNIT	D593,882	06/09/2009
USER INTERFACE FOR DISPLAY INFORMATION ASSOCIATED WITH A LOCATION TRACKING SYSTEM ON A COMPUTER DISPLAY SCREEN	D591,762	05/05/2009
USER INTERFACE FOR MONITORING A LOCATION TRACKING DEVICE FOR A COMPUTER SCREEN DISPLAY	D582,936	12/16/2008
LOCATION TRACKING DEVICE	D575,649	08/26/2008
OVAL SHAPED PAGER/PHONE DEVICE	D445,777	07/31/2001
PAGER PHONE HAVING FOUR BUTTON OPTIONS	D405,084	02/02/1999
PAGER PHONE HAVING RECESSED THUMB GRIP AND POWER BUTTON LOCATED IN BASE (EXPIRED)	D402,291	12/08/1998
PAGER PHONE HAVING TOP AND SIDE DETENTS (EXPIRED)	D401,936	12/01/1998
PAGER PHONE HAVING BELT LOOP (EXPIRED)	D401,935	12/01/1998
PAGER PHONE WITH REMOVABLE CLIP (EXPIRED)	D401,930	12/01/1998
SYSTEM FOR LOCATING INDIVIDUALS AND OBJECTS	7,728,724	06/01/2010

APPARATUS AND METHOD FOR LOCATING INDIVIDUALS AND OBJECTS USING TRACKING DEVICES	7,598,855	10/06/2009
WIRELESS TELEPHONE SERVICE	7,333,796	02/19/2008
COMMUNICATION SYSTEM AND METHOD INCLUDING COMMUNICATION CHANNEL MOBILITY	7,218,242	05/15/2007
CALL RECEIVING METHOD AND APPARATUS HAVING TWO-WAY TEXT MESSAGING AND AUTOMATIC RETRIEVAL OF CALL NUMBERS MAKING CALLS TO APPARATUS	7,005,963	02/28/2006
CALL RECEIVING SYSTEM APPARATUS AND METHOD HAVING A DEDICATED SWITCH	6,879,244	04/12/2005
ADAPTABLE USER INTERFACE FOR MONITORING LOCATION TRACKING DEVICES OUT OF GPS MONITORING RANGE	12/551,620	09/01/2009
APPARATUS AND METHOD FOR GENERATING POSITION FIX OF A TRACKING DEVICE IN ACCORDANCE WITH A SUBSCRIBER SERVICE USAGE PROFILE TO CONSERVE TRACKING DEVICE POWER	12/534,050	07/31/2009
APPARATUS AND METHOD FOR ADJUSTING REFRESH RATE OF LOCATION COORDINATES OF A TRACKING DEVICE	12/419,451	04/07/2009
SYSTEM AND METHOD FOR IMPROVED COMMUNICATION BANDWIDTH UTILIZATION WHEN MONITORING LOCATION INFORMATION	12/143,436	06/20/2008
APPARATUS AND METHOD FOR DETERMINING LOCATION AND TRACKING COORDINATES OF A TRACKING DEVICE	11/969,905	01/06/2008

SYSTEM AND METHOD FOR CREATING AND MANAGING A PERSONALIZED WEB INTERFACE FOR MONITORING LOCATION INFORMATION ON INDIVIDUALS AND OBJECTS USING TRACKING DEVICES	11/935,901	11/06/2007
APPARATUS AND METHOD FOR MANUFACTURING AN ELECTRONIC PACKAGE	11/933,024	10/31/2007
APPARATUS AND METHOD TO PROVIDE SECURE COMMUNICATION OVER AN INSECURE COMMUNICATION CHANNEL FOR LOCATION INFORMATION USING TRACKING DEVICES	11/874,831	10/18/2007
COMMUNICATION SYSTEM AND METHOD INCLUDING DUAL MODE CAPABILITY	11/784,400	04/05/2007
COMMUNICATION SYSTEM AND METHOD INCLUDING COMMUNICATION BILLING OPTIONS	11/784,318	04/05/2007
APPARATUS AND METHOD FOR PROVIDING LOCATION INFORMATION ON INDIVIDUALS AND OBJECTS USING TRACKING DEVICES	11/753,979	05/25/2007
CALL RECEIVING SYSTEM APPARATUS AND METHOD HAVING A DEDICATED SWITCH	11/441,563	05/27/2006
APPARATUS AND METHOD FOR ADJUSTING REFRESH RATE OF LOCATION COORDINATES OF A TRACKING DEVICE	PCT/US2010/030297	04/07/2010
SYSTEM AND METHOD FOR IMPROVED COMMUNICATION BANDWIDTH UTILIZATION WHEN MONITORING LOCATION INFORMATION	PCT/US2009/045768	05/31/2009

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
POCKETFINDER (Registered)	3,771,051	04/06/2010
POCKETFINDER (Registered)	3,757,583	03/09/2010
LOCATION BASED TECHNOLOGIES (Registered)	3,551,250	12/23/2008
LINKING PEOPLE THROUGH TECHNOLOGY (Registered)	3,534,790	11/18/2008
	3,532,111	11/11/2008
(Registered)		
YOUR WORLD. LOCATED. (Registered)	3,489,768	08/19/2008
POCKETFINDER PETS (Registered)	3,487,932	08/19/2008
ITALK (Registered)	3,465,863	07/15/2008
LUGGAGE TRACKER (Registered)	3,459,842	07/01/2008
POCKETFINDER (Registered)	3,449,194	06/17/2008
PETFINDER (Registered)	3,420,966	04/29/2008
YOUR WORLD LOCATED (Registered)	3,388,770	02/26/2008
	3,388,587	02/26/2008
(Registered)		
POCKETFINDER (Registered)	3,388,404	02/26/2008

ITALK (Registered)	3,354,692	12/18/2007
POCKETFINDER (Registered)	3,320,618	10/23/2007
MOBILE POCKETFINDER (Abandoned)	77/791,334	07/28/2009
MOBILE POCKETFINDER (Abandoned)	77/791,295	07/28/2009
MOBILE POCKETFINDER (Abandoned)	77/791,239	07/28/2009
LOCATION BASED TECHNOLOGIES (Abandoned)	77/810,580	08/21/2009
LOCATION BASED TECHNOLOGIES (Abandoned)	77/809,990	08/21/2009
MOBILE POCKETFINDER (Abandoned)	77/675,273	02/20/2009
PETFINDER (Pending)	77/303,429	10/12/2007
S. O. L. (Abandoned)	77/278,897	09/13/2007
POCKETFINDER (Abandoned)	77/187,725	05/22/2007

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A