

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
Inthinc Technology Solutions, Inc.		01/20/2011	CORPORATION: DELAWARE
Inthinc, Inc.		01/20/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	380 Interlocken Crescent
Internal Address:	Suite 600
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3125381	INDEPENDENT WITNESS
Serial Number:	77605525	INOVAR
Serial Number:	77588210	WAYSMA RT
Serial Number:	77576517	INT HINC
Serial Number:	77591557	T IWIPRO
Serial Number:	77588606	T IWI
Serial Number:	77591527	TEEN DRIVING COUNCIL
Serial Number:	76602109	WITNESS

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com

900182353

**TRADEMARK
 REEL: 004461 FRAME: 0064**

CH \$215.00 3125381

Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	655153
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/26/2011

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 20, 2011 by and among (a) **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 380 Interlocken Crescent, Suite 600, Broomfield, Colorado 80021 ("Bank") and (b) **INTHINC TECHNOLOGY SOLUTIONS, INC.**, a Delaware corporation, with its principal place of business at 4225 West Lake Park Blvd., Suite 100, West Valley City, Utah 84120 ("Borrower") and **INTHINC, INC.**, a Delaware corporation, with its principal place of business at 4225 West Lake Park Blvd., Suite 100, West Valley City, Utah 84120 ("Guarantor" and, together with Borrower, individually and collectively, jointly and severally, "Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the "Loans") in the amounts and manner set forth in (i) that certain Loan and Security Agreement by and between Bank and Borrower dated as of June 30, 2010, and (ii) that certain Export-Import Bank Loan and Security Agreement by and between Bank and Borrower dated as of June 30, 2010 (as each may be amended, modified or supplemented from time to time, collectively, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Guarantor has guaranteed the full and punctual payment of all such loans and credit accommodations pursuant to a certain Unconditional Guaranty dated as of June 30, 2010 (as the same may be amended, modified or supplemented from time to time, the "Guaranty"), which Guaranty is secured by the assets and property of Guarantor pursuant to a certain Security Agreement dated as of June 30, 2010 (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower under the Loan Agreement and Guarantor under the Guaranty and Security Agreement.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Bank a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. Pursuant to the terms of the Security Agreement, Guarantor has granted to Bank a security interest in all of Guarantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

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, the Guaranty, and the Security Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, the Guaranty, and the Security 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:

1. 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");

2. 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;

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

4. 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");

5. 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");

6. 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");

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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 and the Security 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, the Security Agreement, the Guaranty 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, the Security Agreement, the Guaranty, 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, the Guaranty, the Security 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.

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:

4225 West Lake Park Blvd., Suite 100, West
Valley City, Utah 84120

Attn: Mr. Michael Burstein

GRANTOR:

INTHINC TECHNOLOGY SOLUTIONS, INC.

By: Michael Burstein

Title: Michael Burstein CFO

INTHINC, INC.

By: Michael Burstein

Title: Michael Burstein, CFO

Address of Bank:

380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021

Attn: Mr. Eric Jacobson

BANK:

SILICON VALLEY BANK

By: Eric Jacobson

Title: Relationship Manager

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and Method for Evaluating Driver Behavior	11755556	05/30/2007
System and Method for Automatically Registering a Vehicle Monitoring Device	11758444	06/05/2007
System and Method for the Collection, Correlation and Use of Vehicle Collision Data	11758508	06/05/2007
System and Method for Naming, Filtering and Recall of Remotely Monitored Event Data	11767325	06/22/2007
System and Method for Monitoring and Improving Driver Behavior	11768056	06/25/2007
System and Method for Categorizing Driving Behavior Using Driver Mentoring and/or Monitoring Equipment to Determine an Underwriting Risk	11779176	07/17/2007
System and Method for Providing a User Interface for Vehicle Monitoring System Users and Insurers	11779178	07/17/2007
System and method for monitoring vehicle parameters and driver behavior	11805237	05/22/2007
System and Method for Detecting and Reporting Vehicle Damage	11842436	08/21/2007
System and Method for Reconfiguring an Electronic Control Unit of a Motor Vehicle to Optimize Fuel Economy	11860594	09/25/2007
System and method for providing a user interface for vehicle mentoring system users and insurers	12379083	02/12/2009
System and method for viewing and correcting data in a street mapping database	12379153	02/13/2009
System and method for alerting drivers to road conditions	12379154	02/13/2009
Driver mentoring to improve vehicle operation	012379155	02/13/2009
Vehicle motion detection and recording method and apparatus	6266588	07/24/2001
Motion detection and recording method and apparatus	6549834	04/15/2003
System and Method for Defining Areas of Interest and	11772661	07/02/2007

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Modifying Asset Monitoring in Relation Thereto		
System and method for determining relative positions of moving objects and sequence of such objects	12805936	08/25/2010
System and Method for Monitoring and Updating Speed-By-Street Data	12975489	
System and method for detecting use of a wireless device while driving	12222260	08/06/08
System and method for monitoring and updating speed-by-street data	7859392	12/28/10
System and Method for Detecting Use of a Wireless Device in a Moving Vehicle	7867205	01/25/11

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
INOVAR	77605525	10/31/08
WAYSMAART	77588210	10/08/08
INTHINC	77576517	09/23/08
TIWIPRO	77591557	10/13/08
TIWI	75588606	10/26/10
TEEN DRIVING COUNSEL	77591527	10/13/08
WITNESS	76602109	07/12/04
INDEPENDENT WITNESS	3125381	05/16/06
INTHINC & Design [Color]	N/A	N/A
INTHINC & Design [Black & White]	N/A	N/A
INTHINC & Design (reverse) [Color]	N/A	N/A
INTHINC & Design (reverse) [Black & White]	N/A	N/A
THE SMARTEST IDEAS IN DRIVING SAFETY	N/A	N/A
THE INTHINC EFFECT	N/A	N/A
TIWI Design [Color]	N/A	N/A
TIWI Design [Black & White]	N/A	N/A
TIWI AN INTHINC COMPANY	N/A	N/A
TIWIPRO AN INTHINC COMPANY	N/A	N/A
TIWI PRO & Design [Color]	N/A	N/A
TIWI PRO & Design [Black & White]	N/A	N/A
TIWI PRO Green Rule & Design	N/A	N/A
TIWI PRO Green Rule & Design [Black & White]	N/A	N/A
TIWI WWW.DRIVEAWARE.COM & Design [Color]	N/A	N/A
TIWI WWW.DRIVEAWARE.COM & Design [Black & White]	N/A	N/A
TIWI WWW.DRIVEAWARE.COM & Design (NASCAR Logo) [Color]	N/A	N/A

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TIWI WWW.DRIVEAWARE.COM & Design (NASCAR Logo) [Black & White]	N/A	N/A
TIWI WWW.DRIVEAWARE.COM & Design [Color] (w/o Circle) [Color]	N/A	N/A
TIWI WWW.DRIVEAWARE.COM & Design (w/o Circle) [Black & White]	N/A	N/A
TIWI DRIVEAWARE	N/A	N/A
TIWI DRIVE AWARE	N/A	N/A
TIWI DRIVEAWARE & Design (w/o Circle) [Color]	N/A	N/A
TIWI DRIVEAWARE & Design (w/o Circle) [Black & White]	N/A	N/A
TIWI design	N/A	N/A
TIWI DRIVE AWARE & Design [Color]	N/A	N/A
TIWI DRIVE AWARE & Design [Black & White]	N/A	N/A
TIWI DRIVE AWARE & Design (Reverse) [Color]	N/A	N/A
TIWI DRIVE AWARE & Design (Reverse) [Black & White]	N/A	N/A
THE GREEN DOT	N/A	N/A
THE GREEN DOT (circle design) [Color]	N/A	N/A
TIWI GREEN	N/A	N/A
THE TIWI EFFECT	N/A	N/A
TIWI-ZONES	N/A	N/A
T-CALL	N/A	N/A
TIWI-ALERTS	N/A	N/A
TIWI-DASH	N/A	N/A
TIWI-STYLE	N/A	N/A
DRIVING STYLE	N/A	N/A
DRIVEQ	N/A	N/A
DRIVE AWARE	N/A	N/A
THE TEEN SAFE-DRIVING BREAKTHROUGH	N/A	N/A
KEEPING TEENS ON THE SAFEST POSSIBLE ROAD	N/A	N/A

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
S.O.S. SURVIVOR OF STATISTIC?	N/A	N/A
REAL-TIME SAFETY. REAL-WORLD SIMPLICITY	N/A	N/A
REAL-TIME DRIVING SAFETY AND MENTORING TECHNOLOGY	N/A	N/A
THE NEW FACE OF DRIVING SAFETY	N/A	N/A
WAYSMAST FLEET SAFETY HAS NEVER LOOKED SMARTER & Design [Color]	N/A	N/A
WAYSMAST FLEET SAFETY HAS NEVER LOOKED SMARTER & Design [Black & White]	N/A	N/A
WAYSMAST FLEET SAFETY HAS NEVER LOOKED SMARTER & Design (reverse) [Color]	N/A	N/A
WAYSMAST FLEET SAFETY HAS NEVER LOOKED SMARTER & Design (reverse) [Black & White]	N/A	N/A
WAYSMAST & Design [Color]	N/A	N/A
WAYSMAST & Design [Black & White]	N/A	N/A
WAYSMAST & Design (Reverse) [Color]	N/A	N/A
WAYSMAST & Design (Reverse) [Black & White]	N/A	N/A
FLEET SAFETY HAS NEVER LOOKED SMARTER	N/A	N/A
A REVOLUTIONARY REAL-TIME DRIVING SAFETY AND MENTORING DEVICE DESIGNED TO PREVENT CRASHES AND INJURIES	N/A	N/A
THE SMARTEST IDEAS IN DRIVING SAFETY	N/A	N/A
MILES AHEAD OF ANY OTHER DRIVER SAFETY INVESTMENT	N/A	N/A
THE FAST ROAD TO INCREASE SAFETY AND ROI	N/A	N/A
THE SAFEST. THE SMARTEST. THE WAY TO KEEP YOUR PROFITS ON A ROLL	N/A	N/A
GAIN	N/A	N/A
SPEED-BY-STREET	N/A	N/A
WAYSMAST ZONES	N/A	N/A
WAYSMAST: THE BRAINS BEHIND THE SAFEST FLEET OPERATIONS GOING	N/A	N/A
THE SMART CHOICE	N/A	N/A

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SMARTER. SAFER. IN FULL CONTROL. THAT'S HOW WE ROLL WITH WAYSMART	N/A	N/A
THE INTELLIGENT CHOICE FOR DRIVER SAFETY AND OPERATIONS SAVINGS	N/A	N/A
PROVEN TO BE THE MOST INTELLIGENT CHOICE	N/A	N/A
SAFER FLEETS	N/A	N/A
TEEN DRIVING COUNCIL & Design [Color]	N/A	N/A
TEEN DRIVING COUNCIL & Design [Black & White]	N/A	N/A
TEEN DRIVING COUNCIL & Design (Reverse) [Color]	N/A	N/A
TEEN DRIVING COUNCIL & Design (Reverse) [Black & White]	N/A	N/A
CLEARING THE ROAD TO SAFER TEEN DRIVING THROUGH EDUCATION AND AWARENESS	N/A	N/A
STOP THE BIGGEST DANGERS IN THEIR TRACKS	N/A	N/A
WE ARE ALL IN THIS RIDE TOGETHER	N/A	N/A

EXHIBIT D

Mask Works

None.

1277320.2