

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
Remote Dynamics, Inc.		11/30/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bounce Mobile Systems, Inc.
Street Address:	30950 Rancho Viejo Rd,
Internal Address:	Ste 120
City:	San Juan Capistrano
State/Country:	CALIFORNIA
Postal Code:	92675
Entity Type:	CORPORATION: NEVADA

Name:	HFS Minor Planet Funding, LLC
Street Address:	1155 Kas Drive
City:	Richardson
State/Country:	TEXAS
Postal Code:	75081
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	SDS Capital Group SPC, Ltd.
Street Address:	53 Forest Ave.
Internal Address:	2nd Floor
City:	Old Greenwich
State/Country:	CONNECTICUT
Postal Code:	06870
Entity Type:	Limited Company: CAYMAN ISLANDS

Name:	Dolphin Offshore Partners, L.P.
Street Address:	129 East 17th Street
Internal Address:	2nd Floor

CH \$265.00 3278280

900184094

**TRADEMARK
 REEL: 004477 FRAME: 0401**

City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Whalehaven Capital Fund Limited
Street Address:	14 Par-La-Ville Road
Internal Address:	3rd Floor
City:	Hamilton, HM08
State/Country:	BERMUDA
Entity Type:	Limited Company: NOT PROVIDED

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
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8584583000
Email: prosecutiondocketing@paulhastings.com
Correspondent Name: Todd M. 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: 36729.00016

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Ryan M. Enchelmayer
Signature:	/Ryan M. Enchelmayer/
Date:	02/11/2011

Total Attachments: 9

source=Telogis - Remote Dynamics - Series B Security Agreement (REDACTED)#page1.tif
source=Telogis - Remote Dynamics - Series B Security Agreement (REDACTED)#page2.tif
source=Telogis - Remote Dynamics - Series B Security Agreement (REDACTED)#page3.tif
source=Telogis - Remote Dynamics - Series B Security Agreement (REDACTED)#page4.tif
source=Telogis - Remote Dynamics - Series B Security Agreement (REDACTED)#page5.tif
source=Telogis - Remote Dynamics - Series B Security Agreement (REDACTED)#page6.tif
source=Telogis - Remote Dynamics - Series B Security Agreement (REDACTED)#page7.tif
source=Telogis - Remote Dynamics - Series B Security Agreement (REDACTED)#page8.tif
source=Telogis - Remote Dynamics - Series B Security Agreement (REDACTED)#page9.tif

SECURITY AGREEMENT

SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time in accordance herewith and including all attachments, exhibits and schedules hereto, the "Agreement"), dated as of November 30, 2006, made by Remote Dynamics, Inc., a Delaware corporation (the "Grantor"), in favor of the secured parties listed on Exhibit A to this Agreement and their permitted successors and assigns (collectively, the "Secured Parties").

WHEREAS, the Grantor has issued or will issue separate series B subordinated secured convertible promissory notes and separate original issue discount series B subordinated secured convertible promissory notes (the "Notes") to the Secured Parties pursuant to a Note and Warrant Purchase Agreement, dated as of November 30, 2006 (the "Purchase Agreement"), by and among the Grantor and the Secured Parties; and

WHEREAS, the Secured Parties and the Grantor agree that the Grantor execute and deliver to the Secured Parties a security agreement providing for the grant to the Secured Parties of a continuing security interest in all personal property and assets of the Grantor, all in substantially the form hereof to secure all Obligations (hereinafter defined).

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. Definitions

Section 1.1. Definition of Terms Used Herein. All capitalized terms used herein and not defined herein have the respective meanings provided therefor in the Purchase Agreement or the Notes, as applicable. All terms defined in the Uniform Commercial Code (hereinafter defined) as in effect from time to time and used herein and not otherwise defined herein (whether or not such terms are capitalized) have the same definitions herein as specified therein.

Section 1.2. Definition of Certain Terms Used Herein. As used herein, the following terms have the following meanings:

"Collateral" means all accounts receivable of the Grantor and all personal and fixed property of every kind and nature, including, without limitation, all furniture, fixtures, equipment, raw materials, inventory, as extracted collateral, or other goods, accounts, contract rights, rights to the payment of money, insurance refund claims and all other insurance claims and proceeds, tort claims, chattel paper, documents, instruments, securities and other investment property, deposit accounts, rights to proceeds of letters of credit and all general intangibles including, without limitation, all tax refund claims, license fees, patents, patent licenses, patent applications, trademarks, trademark licenses, trademark applications, trade names, copyrights, copyright licenses, copyright applications, rights to sue and recover for past infringement of patents, trademarks and copyrights, computer programs, computer software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which the Grantor possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of the Grantor, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all books

"Obligations" means all indebtedness, liabilities, obligations, covenants and duties of the Grantor to the Secured Parties of every kind, nature and description, direct or indirect, absolute or contingent, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, now existing or hereafter arising under or in connection with the Notes, this Agreement or the other Transaction Documents.

ARTICLE II. Security Interest

Section 2.1. Security Interest. As security for the payment and performance, in full of the Obligations, and any extensions, renewals, modifications or refinancings of the Obligations, the Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Secured Parties, and hereby grants to the Secured Parties, their successors and assigns, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral and all hereinafter acquired Collateral (the "Security Interest").

[SIGNATURE PAGES FOLLOW]

Rx Date/Time DEC-01-2006(FRI) 16:07
DEC-01-2006 16:53 From:

To: 919723012263 P. 000
P. 3/3

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

REMOTE DYNAMICS, INC.

By: *Neil Read*
Name: Neil Read
Title: VP, CFO, Treasurer & Secretary

SECURED PARTY:

By: *[Signature]*
Name:
Title:

Acknowledged and agreed:

Collateral Agent:

By: _____
Name:
Title:

Hx Date/Time DEC-01-2006(FRI) 18:02
DEC-01-2006 18:47 From:
Dec-01-2006 04:12pm From

To: 919723012263 P. 001
T-125 P.008/008 F-071 P.1/E

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

REMOTE DYNAMICS, INC.

By: Neil Rend
Name: Neil Rend
Title: VP, CFO, Treasurer & Secretary

SECURED PARTY:

By: Dennis Ackerman 11/30/06
Name: Dennis Ackerman
Title: Director
MPS Minor Planet Funding

Acknowledged and agreed:

Collateral Agent:

By: _____
Name:
Title:

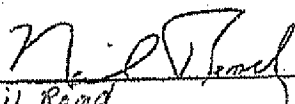
Rx Date/Time DEC-01-2006(FRI) 16:05
DEC-01-2006 18:51 From:

To: 919723012263

P. 000
P. 3/3

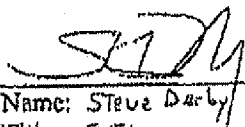
IN WITNESS WHEREOF, the parties have duly executed this Security Agreement as of the day and year first written above.

REMOTE DYNAMICS, INC.

By: 
Name: Neil Reed
Title: VP, CFO, Treasurer & Secretary

SECURED PARTY:

SDS CAPITAL GROUP SPC, LTD.

By: 
Name: Steve Darby
Title: CEO

Acknowledged and agreed:

Collateral Agent:

By: _____
Name:
Title:

Rx Date/Time DEC-01-2006(FRI) 16:14
DEC-01-2006 16:59 From:

To: 919723012263

P.002
P.2/6

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

REMOTE DYNAMICS, INC.

By: *[Signature]*
Name: Neil Read
Title: VP CFO, Treasurer & Secretary

SECURED PARTY: *Dublin Station Kanan, C.A.*

By: *[Signature]*
Name: F. G. E. Solon
Title: *Contract Worker*

Acknowledged and agreed:

Collateral Agent:

By: _____
Name:
Title:

DEC-01-2006 18:59 From:
Nov 16 06 10:49a

To: 919723012263

P. 4/6
p. 6

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

REMOTE DYNAMICS, INC.

By: *Neil Read*
Name: Neil Read
Title: VP, CFO, Treasurer & Secretary

SECURED PARTY:

Wheatheaven Capital Fund Limited

By: *E. Schomauer*
Name: Evan Schomauer
Title: CFO

Acknowledged and agreed:

Collateral Agent:

By: _____
Name:
Title:

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

REMOTE DYNAMICS, INC.

By: _____
Name:
Title:

SECURED PARTY:

By: _____
Name:
Title:

Acknowledged and agreed:

Collateral Agent:

BUS H ROSS, P.A.

By: John Goodman
Name: JOHN GOODMAN
Title: VICE PRESIDENT

December 4, 2006