

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
Information Technologies, Incorporated		03/07/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	535 Fifth Avenue, 27th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2636496	FORMATION
Registration Number:	3617726	THE DEVICE MANAGEMENT COMPANY
Serial Number:	77167977	
Serial Number:	77168003	COMPLEXITY . . . MANAGED
Serial Number:	77167986	DEVICES . . . MANAGED
Serial Number:	77464562	ENTERPRISES ... MANAGED
Serial Number:	77167961	M
Serial Number:	77167995	SERVICES . . . MANAGED

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
 Correspondent Name: Corporation Service Company

900185773

**TRADEMARK
 REEL: 004492 FRAME: 0357**

CH \$215.00 2636496

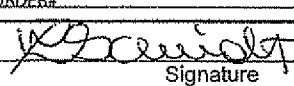
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	700346
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	03/08/2011

Total Attachments: 11
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): INFORMATION TECHNOLOGIES, INCORPORATED		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input type="checkbox"/> No Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: DE <input type="checkbox"/> Other		Name: SILICON VALLEY BANK Internal Address: N/A Street Address: 535 FIFTH AVENUE, 27TH FLOOR City: NEW YORK State: NEW YORK Country: U.S. Zip: 10017	
Citizenship (see guidelines) DELAWARE, U.S. Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Association Citizenship <input type="checkbox"/> General Partnership Citizenship <input type="checkbox"/> Limited Partnership Citizenship <input checked="" type="checkbox"/> Corporation Citizenship CALIFORNIA, U.S. <input type="checkbox"/> Other Citizenship	
3. Nature of conveyance / Execution Date(s) : Execution Date(s) 03/07/2011		if assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
<input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other			
4. Application number(s) or registration number(s) and identification or description of the Trademark.			
A. Trademark Application No.(s) SEE EXHIBIT C.		B. Trademark Registration No.(s) SEE EXHIBIT C.	
		Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):			
5. Name & address of party to whom correspondence concerning document should be mailed:		6. Total number of applications and registrations involved: 8	
Name: Corporation Service Company Internal Address: Suite 210 Street Address: 1180 Avenue of the Americas City: New York State: NY Zip: 10036 Phone Number: 212-299-5600 Fax Number: 212-299-5656 Email Address: ORDER#		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
		8. Payment information: Deposit Account Number Authorized User Name	
9. Signature:  Signature		03/07/2011 Date	
KATARZYNA SCHMIDT Name of Person Signing		Total number of pages including cover sheet, attachments, and document: 11	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 7, 2011 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 535 Fifth Avenue, 27th Floor, New York, New York 10017 ("Bank") and **MFORMATION TECHNOLOGIES, INCORPORATED**, a Delaware corporation, with its principal place of business at 379 Thornall Street, Edison, New Jersey 08837 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of April 23, 2008, as amended by a certain First Loan Modification Agreement dated as of November 14, 2008, as further amended by a certain Second Loan Modification Agreement dated as of May 12, 2009, as further amended by a certain Third Loan Modification Agreement dated as of July 6, 2009, as further amended by a certain Fourth Loan Modification Agreement dated as of August 31, 2009, as further amended by a certain Fifth Loan Modification Agreement dated as of September 28, 2010, as further amended by a certain Sixth Loan Modification Agreement dated as of November 24, 2010, and as further amended by a certain Seventh Loan Modification Agreement dated as 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 its 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:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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. 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.

GRANTOR:

Address of Grantor:

379 Thornall Street,
Edison, New Jersey 08837

Attn: Mike Mole

INFORMATION TECHNOLOGIES,
INCORPORATED

By: *MM*
Name: MICHAEL MOLE
Title: SECRETARY

BANK:

Address of Bank:

535 Fifth Avenue, 27th Floor
New York, New York 10017

Attn: Mr. Michael McMahon

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

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.

GRANTOR:

Address of Grantor:

INFORMATION TECHNOLOGIES,
INCORPORATED

379 Thornall Street,
Edison, New Jersey 08837

By: _____

Name: _____

Attn: _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

535 Fifth Avenue, 27th Floor
New York, New York 10017

By: Michael McMahon

Name: Michael McMahon

Title: VP

Attn: Mr. Michael McMahon

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and method for wireless data terminal management using telecommunication signaling network	7,343,408	March 11, 2008
System and method for remote control and management of wireless devices	6,970,917	November 29, 2005
System and method for wireless data terminal management using general packet radio service network	EPO 1493290	[April 11, 2002]
System and method for automatically altering device functionality	7,707,632	April 27, 2010
System and method for over the air (OTA) wireless device and network management	JP 4604029	[July 7 2004]
System and method to provide application management on wireless data terminals by means of device management agent and dynamic link libraries	20080064383	September 12, 2007
System and method for monitoring and measuring end-to-end performance using wireless devices	20060234639	April 26, 2007
System and method for sending notification message to a mobile station using session initiation protocol (SIP)	20080261631	April 23, 2007
System and method for automatic detection and reporting of the mapping between device identity and network address in wireless networks	20080310425	June 15, 2007

System and method to enable subscriber self-activation of wireless data terminals	20080064367	July 23, 2008
System and method for service quality management for wireless devices	20070026854	July 27, 2006
System and method for monitoring and measuring end-to-end performance using wireless devices	20060234639	March 15, 2006
System and method for trap management and monitoring on wireless terminals	20060212562	March 15, 2006
System and method for over the air (OTA) wireless device and network management	20050060364	July 7, 2004
System and method for wireless data terminal management using mobitex network	20020112046	April 11, 2002
System and method for wireless data terminal management using general packet radio service network	20020112047	April 11, 2002
System and method for wireless data terminal management using telecommunication signaling network (continuation to extend to any network)	20020069259	December 20, 2001
System and method for protecting data in wireless devices	20090093235	October 5, 2007
System and method for automatic detection and reporting of the mapping between device identity and network address in wireless networks	20080310425	June 15, 2007
System and method for sending notification message to a mobile station using session initiation protocol (SIP)	20080261631	April 23, 2007
System and method to securely load a management client from a stub client to facilitate remote device management	20090199176	February 6, 2008

Credential generation system and method for communications devices and device management servers	20090249069	March 26, 2008
System and method for detecting call-through events for advertising impressions sent to mobile wireless devices	20090325547	June 30, 2008
System and method for providing least-cost routing of voice connections between home and foreign networks using voice-over-ip infrastructure	20100080128	September 26, 2008
System and method to provide dynamic bearer selection for data transfers in mobile data terminals	20090286543	May 25, 2008
Deploying software items from shopping carts onto mobile devices	20090286582	May 15, 2008
 PROVIDING DYNAMIC GROUP SUBSCRIPTIONS FOR M2M DEVICE COMMUNICATION		
System and Method for Retrieving the Dynamic State of a Mobile Communication Device	20100190481	January 23, 2009
System and Method for Automatically Altering Device Functionality	20100069040	March 6, 2009
System and method for wireless data terminal management using telecommunication signaling network	20080104200	December 20, 2007

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Cell Phone Logo	77/167977	January 29, 2008
Complexity ... Managed	77/168003	February 19, 2008
Devices ... Managed	77/167986	January 29, 2008
Enterprises ... Managed	77/464562	April 21, 2009
Enterprises ... Managed	7349152	May 27, 2009
M Logo	77/167961	January 29, 2008
mFormation	6081921	June 12, 2008
mFormation	2636496	October 15, 2002
Services ... Managed	77/167995	January 28, 2008
The Devices Management Company	3617726	May 5, 2009

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

1282403.1