

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
SHOCKWATCH, INC.		02/24/2011	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	BOFK, NA dba Bank of Texas
Street Address:	5956 Sherry Lane
Internal Address:	Suite 1100
City:	Dallas
State/Country:	TEXAS
Postal Code:	75225
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	76689395	EQUIPCOMMAND
Serial Number:	77317855	FLEETCONTROL
Registration Number:	1101993	SHOCKWATCH
Registration Number:	3682639	TILTWATCH
Registration Number:	3758551	TREKVIEW-H
Registration Number:	3793949	TREKVIEW
Registration Number:	3828760	DROPSHOT

CORRESPONDENCE DATA

Fax Number: (214)954-6868
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2149546800
 Email: emcqueen@mcsllaw.com
 Correspondent Name: Ed McQueen
 Address Line 1: 2501 N. Harwood

900185863

**TRADEMARK
 REEL: 004492 FRAME: 0925**

OP \$190.00 76689395

Address Line 2: Suite 1800
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	0276-0398
NAME OF SUBMITTER:	Zeb Fish
Signature:	/Zeb Fish/
Date:	03/08/2011

Total Attachments: 5
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this February 24, 2011, by SHOCKWATCH, INC., a Nevada corporation ("Debtor"), in favor of BOFK, NA dba Bank of Texas ("Lender").

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") between, among others, Debtor and Lender, Lender is willing to make certain financial accommodations available to the Debtor pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Debtor as provided for in the Credit Agreement, but only upon the condition, among others, that Debtor shall have executed and delivered to Lender that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement Debtor has granted to Lender a security interest in, among other collateral security, all right, title and interest of Debtor in, to and under all now owned and hereafter acquired patents and patent applications, including the patents and patent applications listed on Schedule I attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of each Debtor's rights corresponding thereto throughout the world the ("Patents") and all licenses held by Debtor related to the Patents (the "Patent Intellectual Property Licenses") together with the goodwill of the business symbolized by the Trademarks of Debtor and all proceeds thereof; and

WHEREAS, pursuant to the Security Agreement, Debtor has agreed to execute and deliver to Lender this Patent Security Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Debtor hereby grants to Lender a continuing first priority security interest in all of such Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Debtor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secures the payment and performance of all indebtedness, liabilities and obligations of Debtor to Lender, whether now existing or arising hereafter (the "Obligations"). Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Debtor to Lender, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy or insolvency proceeding involving the Debtor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Lender with respect to any such new patent rights. Without limiting Debtor's obligations under this Section 5, Debtor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Debtor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent

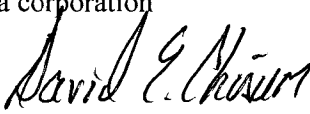
indemnification. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

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IN WITNESS WHEREOF, Debtor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DEBTOR:

SHOCKWATCH, INC.,
a Nevada corporation

By: 
David E. Chisum, Chief Financial Officer

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Application or Patent No.	Filing or Issue Date	Title	Owner of Record
7,353,615	4/18/2008	ANTI-VIBRATION	Shockwatch, Inc.