

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
INTERACT911 MOBILE SYSTEMS, INC.		04/01/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 SIX MILE ROAD, M/C 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	BANKING ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3082868	VIRTUALCOP
Registration Number:	3216438	MOBILECOP
Registration Number:	3690799	SECUREMESSAGE
Registration Number:	3469084	INFOEXCHANGE
Registration Number:	3128466	CERULEAN
Registration Number:	2589573	POCKETCOP
Registration Number:	2474585	PACKETWRITER
Registration Number:	2310535	PACKETCLUSTER PATROL
Registration Number:	2280672	PACKETCLUSTER

CORRESPONDENCE DATA

Fax Number: (858)638-5016
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: lisa.ortiz@dlapiper.com
 Correspondent Name: DLA Piper LLP (US)

900189024

TRADEMARK
REEL: 004519 FRAME: 0798

CH \$240.00 3082868

Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 2: Attn: Lisa A. Ortiz
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 329034-000427

NAME OF SUBMITTER: TROY ZANDER

Signature: /S/ TROY ZANDER

Date: 04/12/2011

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 1, 2011 by and between COMERICA BANK ("Bank") and INTERACT911 MOBILE SYSTEMS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, INTERACT911 CORPORATION and COLOSSUS, INCORPORATED (each a "Borrower" and, collectively, "Borrowers") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of September 21, 2009 (as the same may be amended, modified or supplemented from time to time, including by that certain First Amendment to Loan and Security Agreement by and between Bank and Borrowers dated as of September 30, 2010 and that certain Second Amendment to Loan and Security Agreement by and between Bank and Borrowers dated as of September 30, 2010, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank and Borrower desire to enter into that certain Third Amendment and Consent to Loan and Security Agreement dated as of even date herewith (the "Amendment") to, inter alia, consent to Borrowers' repayment of certain subordinated indebtedness and waive certain events of default. Bank is willing to enter into the Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, as amended by the Amendment, 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection with which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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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.

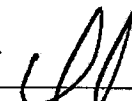
GRANTOR:

Address of Grantor:

102 W. Third Street, Suite 250
Winston-Salem, North Carolina 27101
Attn: Chief Financial Officer

INTERACT911 MOBILE SYSTEMS, INC.

By:

 DOUGLAS C LAX

Title:

CHIEF FINANCIAL OFFICER


BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By:



Title:

VP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
PacketCluster (software code)	TX 4-991-530	2/1/10

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
1. VIRTUALCOP	3082868	04/18/06
2. MOBILECOP	3216438	03/06/07
3. SECUREMESSAGE	3690799	09/29/09
4. INFOEXCHANGE	3469084	07/15/08
5. CERULEAN	3128466	08/15/06
6. POCKETCOP	2589573	07/02/02
7. PACKETWRITER	2474585	07/31/01
8. PACKETCLUSTER PATROL	2310535	01/25/00
9. PACKETCLUSTER	2280672	09/28/99