

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T2 Systems, Inc.		09/30/2011	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Orix Venture Finance LLC		
Street Address:	245 Park Avenue, 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2815095	PERMITDIRECT	
Registration Number:	2262939	POWERPARK	
Registration Number:	3059603	POWERPARK FLEX	
Registration Number:	3473022	T2 FLEX	
Registration Number:	2773650	T2 SYSTEMS	
Registration Number:	2486612	EPARK	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
Phone:	214-758-1509		
Email:	vwalker@pattonboggs.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Vicky Walker, c/o Patton Boggs LLP		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 4:	Dallas, TEXAS 75201		

OP \$165.00 2815095

ATTORNEY DOCKET NUMBER:	021433.0124
NAME OF SUBMITTER:	Vicky Walker, Paralegal Specialist
Signature:	/Vicky Walker/
Date:	10/06/2011
Total Attachments: 7 source=Orix-T2 Systems IP Security Agreement#page1.tif source=Orix-T2 Systems IP Security Agreement#page2.tif source=Orix-T2 Systems IP Security Agreement#page3.tif source=Orix-T2 Systems IP Security Agreement#page4.tif source=Orix-T2 Systems IP Security Agreement#page5.tif source=Orix-T2 Systems IP Security Agreement#page6.tif source=Orix-T2 Systems IP Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of September 30, 2011, is made by the Persons listed on the signature pages hereof (collectively, “Grantor”) in favor of ORIX VENTURE FINANCE LLC, a Delaware limited liability company, as administrative agent (as defined in the Credit Agreement defined below) (together with its successors and assigns in such capacity, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, T2 SYSTEMS INC., an Indiana corporation, and the other Loan Parties thereto, have entered into a Credit Agreement, dated as of September 30, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Agent and the Lenders party thereto. Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Credit Agreement, Grantor has executed and delivered in favor of the Agent that certain Guarantee and Collateral Agreement dated as of September 30, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property of Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. Definitions. The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by Grantor: (i) all registered copyrights and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (ii) all reissues, extensions or renewals thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

(c) “Patents” means all of the following in which Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or of any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States

Patent and Trademark Office or in any similar office or agency of the United States, any State, or any other country, and (b) all reissues, continuations, continuations in part or extensions thereof.

(d) “Patent License” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

(e) “Trademarks” means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

SECTION 2. Grant of Security. Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired (the “Collateral”):

(i) all of its Patents, if any, and all Patent Licenses, if any, to which it is a party, including those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses, if any, to which it is a party, including those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights, if any, and all Copyright Licenses, if any, to which it is a party, including those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in, the Collateral by Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations or Secured Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

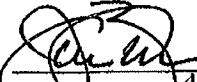
SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to principles of conflicts of laws thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

T2 SYSTEMS, INC., an Indiana corporation

By: 
Name: JAMES ZALOUDEK
Title: CEO/VP

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 004637 FRAME: 0194

SCHEDULE A
PATENTS AND PATENT LICENSES

None.

SCHEDULE B

TRADEMARKS

Trademark	App. No.	Reg. No.	Status	Country	Application Date	Registration Date	Renewal Date
PERMITDIRECT		613578	Registered	Canada	3/28/2003	6/23/2004	6/23/2019
PERMITDIRECT	78/226897	2815095	Registered	USA	3/18/2003	2/17/2004	2/17/2014
POWERPARK	75/489961	2262939	Registered	USA	5/22/1998	7/20/1999	7/20/2019
POWERPARK FLEX		644501	Registered	Canada	6/7/2004	7/15/2005	7/15/2020
POWERPARK FLEX	78/419092	3059603	Registered	USA	5/14/2004	2/14/2006	2/14/2016
SAM SMART AUTO METER AND DESIGN		663647	Registered	Canada	9/21/2004	5/4/2006	5/4/2021
T2 FLEX	77/092310	3473022	Registered	USA	1/26/2007	7/22/2008	7/22/2018
T2 SYSTEMS and Design		936179	Registered	Australia	11/28/2002	1/14/2004	11/28/2012
T2 SYSTEMS and Design		614475	Registered	Canada	10/29/2002	7/8/2004	7/8/2019
T2 SYSTEMS and Design	78/173015	2773650	Registered	USA	10/10/2002	10/14/2003	10/14/2013
EPARK	75651597	2486612	LIVE	USA	3/2/1999	9/11/2001	9/11/2011

SCHEDULE C

COPYRIGHTS

Owner	Full Title	Copyright Number	Date
T2 Systems, Inc.	Powerpak version 1.0 & 3 other titles	V3456D020	2000
T2 Systems, Inc.	PowerPark : version 1.0	TX0004832161	1997
T2 Systems, Inc.	PowerPark : version 1.2	TX0004832159	1998
T2 Systems, Inc.	PowerPark : version 3.0	TX0004832160	1997
T2 Systems, Inc.	PowerPark : version 3.2	TX0004832171	1998
T2 Systems, Inc.	Terminator 1.4 & 2 other titles	V3423D951	1998
T2 Systems, Inc.	Terminator 1.4 & 2 other titles	V3423D952	1998
T2 Systems, Inc.	Terminator 1.4 & 2 other titles	V3423D953	1998
T2 Systems, Inc.	Terminator 1.4 & 2 other titles	V3423D954	1998
T2 Systems, Inc.	Terminator 1.4 & 2 other titles	V3423D955	1998