

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
Long Range Systems, LLC		03/29/2012	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	Comerica Bank, a Texas banking association
Street Address:	39200 Six Mile Road
Internal Address:	National Documentation Services, Mail Code 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85370337	TABLE TRACKER
Registration Number:	3532092	ACTIVATION STATION
Registration Number:	3562502	PAY AT THE TABLE
Registration Number:	3562501	TAB AT THE TABLE
Registration Number:	3070690	LRS
Registration Number:	3529049	PLAYPAQ
Registration Number:	3024455	CLICK-AHEAD
Registration Number:	2857539	COOL BLUE
Registration Number:	2948565	TEMP TAG
Registration Number:	2352560	ADVER-TEASER
Registration Number:	2072491	WAIT REDUCER
Registration Number:	1995199	COASTER CALL
Serial Number:	85359692	TOWER OF POWER

OP \$365.00 85370337

Serial Number:

85444755

LINESHARE

**CORRESPONDENCE DATA**

Fax Number: (734)930-2494

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 734-761-3780

Email: asujek@bodmanlaw.com

Correspondent Name: Angela Alvarez Sujek - Bodman PLC

Address Line 1: 201 South Division, Ste. 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:

Angela Alvarez Sujek

Signature:

/Angela Alvarez Sujek/

Date:

04/05/2012

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 29, 2012, by and between COMERICA BANK ("Bank") and LONG RANGE SYSTEMS, LLC, a Texas limited liability company ("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 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.

B. 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 certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 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 Bank and Grantor, 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 to 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.

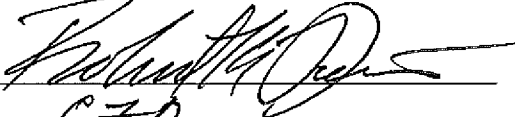
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

4550 Excel Parkway  
Suite 200  
Addison, Texas 75001  
Attn: CFO

LONG RANGE SYSTEMS, LLC,  
a Texas limited liability company

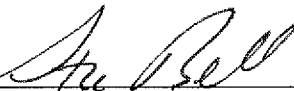
By:   
Title: CFO

Address of Bank:

Comerica Bank  
National Documentation Services  
39200 Six Mile Rd.  
Mail Code 7578  
Livonia, MI 48152

BANK:

COMERICA BANK

By:   
Title: Vice President

**EXHIBIT A**

**Copyrights**

Title	Reg. No.	Reg. Date
Receiver synchronization.	TX0004068645	07/17/95

**EXHIBIT B****Patents**

Title	App. No.	Filing Date	Patent No.	Granted Date
Method of managing customer information	12/387791	5/7/09	8,045,967	10/25/11
Multifunction card dispenser and customer information collection device	11/588072	10/26/06	7,850,079	12/14/10
Multi-function customer satisfaction survey device	11/257977	10/25/05	7,652,558	1/26/10
Surveillance and alerting system and method	11/325853	1/5/06	7,482,927	1/27/09
Method and apparatus for generating and dispensing gift cards	10/961461	10/8/04	7,128,261	10/31/06
Multi-mode paging system	10/173482	6/17/02	7,062,281	6/13/06
Temperature tag and system for monitoring, recording, and reporting temperature readings	10/189842	7/5/02	6,970,100	11/29/05
Multi-function customer satisfaction survey device	09/882457	6/14/01	6,960,988	11/1/05
On-premises paging system utilizing mounted pagers having a data input device	10/150680	5/17/02	6,783,066	8/31/04
On-premises restaurant communication system and method	10/156310	5/28/02	6,712,278	3/30/04
Combination paging and gaming system and apparatus	09/564000	5/3/00	6,573,824	6/3/03
Multi-mode paging system	09/451368	11/27/99	6,542,751	4/1/03
Battery charger and rechargeable electronic paging device assembly	08/494921	6/26/95	5,814,968	9/29/98

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Title	App. No.	Filing Date	Patent No.	Granted Date
Sombrero-shaped pager	29/183296	6/10/03	D533162	12/5/06
Pager	29/205872	5/21/04	D507558	7/19/05
Pager	29/205889	5/21/04	D507257	7/12/05
Horseshoe-shaped pager	29/181695	5/14/03	D484111	12/23/03
Lobster-shaped pager	29/180482	4/24/03	D483773	12/16/03
Tire-shaped pager	29/181632	5/14/03	D483738	12/16/03

**EXHIBIT C**

**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
TABLE TRACKER	85/370337	7/13/11	n/a	n/a
ACTIVATION STATION	77/290242	9/27/07	3,532,092	11/11/08
PAY AT THE TABLE	78/628369	5/12/05	3,562,502	1/13/09
PAY AT THE TABLE	78/628363	5/12/05	3,562,501	1/13/09
LRS	78/569099	2/16/05	3,070,690	3/21/06
PLAYPAQ	78/527973	12/6/04	3,529,049	11/4/08
CLICK AHEAD	78/304501	9/23/03	3,024,455	12/6/05
COOL BLUE	76/514692	5/15/03	2,857,539	6/29/04
TBMP TAG	76/272101	6/14/01	2,948,565	5/10/05
ADVER-TEASER	75/473950	4/24/98	2,352,560	5/23/00
WAIT REDUCER	74/701973	7/17/95	2,072,491	6/17/97
COASTER CALL	74/700579	7/13/95	1,995,199	8/20/96
TOWER OF POWER	85/359692	6/29/11	n/a	n/a
LINESHARE	85/444755	10/11/11	n/a	n/a

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