

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
TrackingPoint, Inc.		07/28/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	85614909	XACTWIND
Serial Number:	85614088	XACTSCORE
Serial Number:	85614082	XACTFIRE
Serial Number:	85614076	XACTLINK
Serial Number:	85614921	XACTRANGE
Serial Number:	85614905	XACTNIGHT
Serial Number:	85614915	XACTTHERMAL
Serial Number:	85614090	XACTVITALS
Serial Number:	85614890	XACTSTORY
Serial Number:	85611338	XACTZERO
Serial Number:	85611329	XACTTRACKER
Serial Number:	85611332	XACTTAG
Serial Number:	85611336	XACTSHOT

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Serial Number:	85611325	XACTSYSTEM
Serial Number:	85611340	ONE SHOT ZERO
Serial Number:	85551833	TTX
Serial Number:	85550559	TAG TRACK XACT
Serial Number:	85551277	NIRV
Serial Number:	85550588	TP TRACKINGPOINT SHOT. MADE.
Serial Number:	85551274	LIVE HUNT
Serial Number:	85550522	ONE SHOT PERFECT ZERO
Serial Number:	85551266	SHOT. MADE.
Serial Number:	85550581	TAG TRACK KILL
Serial Number:	85550573	TTK
Serial Number:	85506535	SMART TRIGGER
Serial Number:	85460289	TP
Serial Number:	85460272	TRACKINGPOINT
Serial Number:	85460282	TRACKINGPOINT

**CORRESPONDENCE DATA**

Fax Number: 7349302494

*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, Suite 400

Address Line 4: ANN ARBOR, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	09/04/2012

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 28, 2011, by and between COMERICA BANK ("Bank") and TRACKINGPOINT, INC., a Delaware corporation ("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.

Address of Grantor:

10535 Boyer Blvd., Suite 300  
Austin, TX 78758

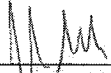
Attn: Chris Yeoman

Address of Bank:

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

GRANTOR:

TRACKINGPOINT, INC.

By: 

Title: CEO

BANK:

COMERICA BANK

By: 

Title: Vice President

**EXHIBIT A**

**Copyrights**

None.

**EXHIBIT B**

**Patents**

None.

**EXHIBIT C**

**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
XACTWIND	85/614909	5/2/12	n/a	n/a
XACTSCORE	85/614088	5/2/12	n/a	n/a
XACTFIRE	85/614082	5/2/12	n/a	n/a
XACTLINK	85/614076	5/2/12	n/a	n/a
XACTRANGE	85/614921	5/2/12	n/a	n/a
XACTNIGHT	85/614905	5/2/12	n/a	n/a
XACTTHERMAL	85/614915	5/2/12	n/a	n/a
XACTVITALS	85/614090	5/2/12	n/a	n/a
XACTSTORY	85/614890	5/2/12	n/a	n/a
XACTZERO	85/611338	4/29/12	n/a	n/a
XACTTRACKER	85/611329	4/29/12	n/a	n/a
XACTTAG	85/611332	4/29/12	n/a	n/a
XACTSHOT	85/611336	4/29/12	n/a	n/a
XACTSYSTEM	85/611325	4/29/12	n/a	n/a
ONE SHOT ZERO	85/611340	4/29/12	n/a	n/a
TTX	85/551833	2/24/12	n/a	n/a
TAG TRACK XACT	85/550559	2/23/12	n/a	n/a
NIRV	85/551277	2/23/12	n/a	n/a
TP TRACKINGPOINT SHOT. MADE. (and Design)	85/550588	2/23/12	n/a	n/a
LIVE HUNT	85/551274	2/23/12	n/a	n/a
ONE SHOT PERFECT ZERO	85/550522	2/23/12	n/a	n/a
SHOT. MADE.	85/551266	2/23/12	n/a	n/a
TAG TRACK KILL	85/550581	2/23/12	n/a	n/a

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
TTK	85/550573	2/23/12	n/a	n/a
SMART TRIGGER	85/506535	12/30/11	n/a	n/a
TP (and Design)	85/460289	10/31/11	n/a	n/a
TRACKINGPOINT	85/460272	10/31/11	n/a	n/a
TRACKINGPOINT (and Design)	85/460282	10/31/11	n/a	n/a