

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
TELIT LOCATION SOLUTIONS LP		12/27/2012	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	301 Fayetteville Street		
Internal Address:	Suite 1100		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27601		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3845156	JUPITER	
CORRESPONDENCE DATA			
Fax Number:	9197831075		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	919-783-2802		
Email:	johale@poynerspruill.com		
Correspondent Name:	John W. O'Hale		
Address Line 1:	301 Fayetteville St.		
Address Line 2:	Suite 1900		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
NAME OF SUBMITTER:	John O'Hale		
Signature:	/John O'Hale/		

OP \$40.00 3845156

Date:

12/27/2012

Total Attachments: 7

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Customer No. _____
Loan No. _____

PNC Bank

Intellectual Property Security Agreement (SD-L&S)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into as of December 27, 2012, by **TELIT LOCATION SOLUTIONS LP**, a Delaware limited partnership ("Grantor"), with a mailing address of 3131 RDU Center Drive, Suite 135, Morrisville, North Carolina 27560, to **PNC BANK, NATIONAL ASSOCIATION** ("Bank"), with a mailing address of 301 Fayetteville Street, Suite 1100, Raleigh, North Carolina 27601.

RECITALS

A. Bank has agreed to extend certain financial accommodations (collectively, the "Credit Facilities") to Grantor, Telit GPS Solutions GP, LLC, a North Carolina limited liability company ("Solutions GP"), and Telit Wireless Solutions, Inc., a Delaware corporation ("Telit US", and together with Grantor and Solutions GP, collectively, the "Borrower") as set forth in that certain Loan and Security Agreement entered into contemporaneously herewith by and between Bank and Borrower (as the same may be amended, modified, extended, renewed, replaced and supplemented from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in presently existing and hereafter acquired Collateral, including the Intellectual Property Collateral, and Grantor is required to supplement the grant of the security interest therein with the grant of the security interest herein contained.

NOW, THEREFORE, for good and valuable consideration paid by Bank, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby represents, warrants, covenants and agrees with Bank as follows:

AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and performance of the Obligations, both now existing and hereafter arising, and Grantor's other existing and future representations, warranties and covenants under the Loan Documents, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto), together with all proceeds and products 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.

2. Rights and Remedies; Exercise. This security interest is granted in conjunction with, and as a supplement to, 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 rights and remedies of Bank set forth in the Loan Agreement, the other Loan Documents and those which are now available and may hereafter become available to Bank as a matter of law and equity, including, without limitation, those set forth in the Code as being available to a "secured party" and "creditor". Bank may exercise the aforementioned rights and remedies as and when provided herein, in the Loan Agreement and in the other Loan Documents. Each right, power and remedy of Bank provided for herein, in the Loan Agreement, in any of the other Loan Documents, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by Bank of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Bank, of any or all other rights, powers and remedies.

3. Term. The Loan Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the Loan Agreement, and notwithstanding any limitation of, moratorium on and termination of Bank's obligation to make Credit Extensions under the Loan Agreement, Grantor's obligations under this Agreement shall remain in full force and effect for so long as any Obligations are outstanding. It shall be an Event of Default under the Loan Agreement if there is a breach or violation of any of the terms and provisions of this Agreement.

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

5. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Grantor obtains subsequent to the date of this Agreement ("New IP"). Grantor shall give to Bank written notice all New IP promptly after the acquisition of same, but in any event not less frequently than as required by the Loan Agreement. Grantor hereby authorizes Bank to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Bank's Use of Intellectual Property; No Liability. Grantor agrees that the Bank's use of the Intellectual Property Collateral as authorized hereunder and in any other Loan Documents in connection with Bank's exercise of its rights and remedies shall be coextensive with Grantor's rights thereunder and Bank will have no liability for royalties and other related charges upon exercise of such rights and remedies.

7. Power of Attorney; Appointment. Grantor irrevocably designates, constitutes and appoints Bank (and all persons designated by Bank in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes Bank and any of Bank's designees, in Grantor's or Bank's name, to take any action and execute any instrument which Bank may deem necessary or advisable to accomplish the purpose of this Agreement.

8. Filing; Patent Office and Copyright Office. Grantor hereby consents to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and United States Copyright Office, and the filing of a duplicate of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in Bank's sole discretion to protect and perfect and put the public on notice of Bank's security interest and rights in the Intellectual Property Collateral. Grantor further consents to and ratifies the filing of such duplicate originals and financing statements prior to the Closing Date. Grantor shall from time to time execute and deliver to Bank, at the request of Bank, such other documents, instruments and records that Bank may request in form and substance satisfactory to Bank and its counsel, to perfect and continue Bank's security interest in the Intellectual Property Collateral.

9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of and waiver of a right under this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and assignee of Bank's rights and obligations under the Loan Agreement will succeed to Bank's rights under this Agreement and (iv) all notices and other communications required or permitted herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

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

[Signatures on the Following Page]

Grantor has caused this Agreement to be executed under SEAL with authority duly obtained, as of the date first written above.

TELIT LOCATION SOLUTIONS LP,
a Delaware limited partnership

By: Telit GPS Solutions GP, LLC
Its General Partner

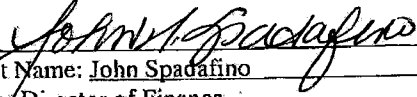
By:  (SEAL)
Print Name: John Spadafino
Title: Director of Finance

EXHIBIT A
COPYRIGHTS

Description

Registration
Number

Registration
Date

None

EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Apparatus for Managing Heat Distribution in an oscillator System	2012/0236510	Sept. 20, 2012

EXHIBIT C

TRADEMARKS

MARK	COUNTRY – SERIAL NO.	Application No and Date	Registration No and Date	STATUS
JUPITER	United States	No.77/932588 February 10, 2010	No. 3845156 September 7, 2010	Registered
JUPITER	European Union (CTM)	No.009186321 June 18, 2010	No.009186321 November 30, 2010	Registered
JUPITER	Australia	1438950	Pending	Pending
JUPITER	New Zealand	846441	Pending	Pending