

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
UTILITY ASSOCIATES, INC.		01/28/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Lighthouse Capital Partners VI, L.P.
Street Address:	3555 Alameda de las Pulgas, Ste 200
Internal Address:	ATTN: CONTRACTS ADMINISTRATION
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2660598	DIGITALPATROLLER
Registration Number:	2854763	DIGITALINVESTIGATOR
Registration Number:	3125108	TRANSITCAM
Registration Number:	4275219	TRANSITCAM

CORRESPONDENCE DATA	
Fax Number:	6502330114
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	650-233-1013
Email:	graceg@lcpartners.com
Correspondent Name:	Grace Gillen
Address Line 1:	3555 Alameda de las Pulgas, Ste 200
Address Line 2:	Lighthouse Capital Partners VI, L.P.
Address Line 4:	Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	UTILITY PATENT FILING	TRADEMARK
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OP \$115.00 2660598

NAME OF SUBMITTER:	Grace Gillen
Signature:	/Grace Gillen/
Date:	03/04/2013
Total Attachments: 5 source=IPSA Amend #1 - 1-28-13 - Utility#page1.tif source=IPSA Amend #1 - 1-28-13 - Utility#page2.tif source=IPSA Amend #1 - 1-28-13 - Utility#page3.tif source=IPSA Amend #1 - 1-28-13 - Utility#page4.tif source=IPSA Amend #1 - 1-28-13 - Utility#page5.tif	

AMENDMENT NO. 1 ("IPSA Amendment 1")

Dated January 28, 2013

to
that certain Intellectual Property Security Agreement
dated as of August 1, 2012 ("Agreement"), by and between
LIGHTHOUSE CAPITAL PARTNERS VI, L.P. ("Lender") and
UTILITY ASSOCIATES, INC., a Delaware corporation ("Borrower").

RECITALS

WHEREAS, Borrower and Lender have previously entered into that certain Intellectual Property Security Agreement dated as of August 1, 2012 (the "Agreement"); all capitalized terms not otherwise defined herein are defined in the Agreement;

WHEREAS, Borrower has subsequently acquired additional Patents and Trademarks pursuant to the terms of an Asset Purchase Agreement dated January 28, 2013 (collectively, the "New IP");

WHEREAS, Borrower wishes to confirm such New IP is subject to the Agreement and that Lender is authorized to perfect its security interest in such New IP by filing against it at the U.S. Patent & Trademark Office, subject to all of the terms and conditions hereof and of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereby agree to modify the Agreement as follows:

1. "Exhibit B" attached to this IPSA Amendment No. 1 identifies the Patent Collateral granted to Lender under the Agreement, as well as the Patent Collateral constituting the New IP, and hereby amends, restates and replaces the form Exhibit B currently attached to the Agreement.
2. "Exhibit C" attached to this IPSA Amendment No. 1 identifies the Trademark Collateral granted to Lender under the Agreement, as well as the Trademark Collateral constituting the New IP, and hereby amends, restates and replaces the form of Exhibit C currently attached to the Agreement.
3. Borrower confirms that Lender has all the rights in connection with the Collateral constituting the New IP, including without limitation, rights to file and record its interest in the proper filing places in the United States pursuant to Section 6(b) of the Agreement, as it has with respect to the Collateral assigned under the Agreement.
4. Except as amended hereby, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

UTILITY ASSOCIATES, INC.,

LIGHTHOUSE CAPITAL PARTNERS VI, L.P.

By: LIGHTHOUSE MANAGEMENT PARTNERS VI,
L.L.C., its general partner

By: [Signature]

By: _____

Name: [Signature]

Name: _____

Title: [Signature]

Title: _____

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UTILITY ASSOCIATES, INC.,

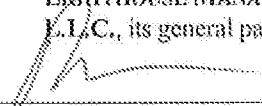
By: _____

Name: _____

Title: _____

LIGHTHOUSE CAPITAL PARTNERS VI, L.P.

By: LIGHTHOUSE MANAGEMENT PARTNERS VI,
L.L.C., its general partner

By:  _____

Name: Ryan Turner

Title: Managing Director

Attachments

Exhibit B
Exhibit C

U.S. Patents and Patent Applications
U.S. Trademarks and Trademark Applications

Exhibit B

U.S. PATENTS AND PATENT APPLICATIONS




(List titles below or indicate "None")

Patent No.	Pending Application No.	Title	Issue Date	Filing Date
U.S. Patent No. 7,804,691		Assembly for Protecting PC Cards and Peripheral Connectors	9/28/2010	5/18/2007* (Claims priority to U.S. Provisional Application No. 60/747,539, which was filed 5/18/2006)
	U.S. Provisional Application No. 61/526,998	Method for switching to 4G Cellular from 3G Cellular		8/24/2011
	U.S. Provisional Application No. 61/528,374	Method for signaling 4G capability on a Cell Tower		8/29/2011
	U.S. Provisional Application No. 61/529,198	Method for Dynamic File Upload Balancing among multiple Wireless Access Points		8/30/2011
	U.S. Provisional Application No. 61/531,261	Method for GPS routing of file uploads to servers		9/6/2011
6,831,556	09/855,653	Composite Mobile Digital Information Systems	12/14/2004	5/16/2001
7,768,548	11/269,636	Mobile Digital Video Recording System	11/9/2005	8/3/2010

Exhibit C

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

(List marks below or indicate "None")

Registration No.	Pending Application No.	Mark	Registration Date	Filing Date
4,110,919	85/151,928		2012-03-13	2010-10-13
4,051,912	85/151,923	 UTILITY	2011-11-08	2010-10-13
3,278,212	78/898,812	PC CARD GUARD	2007-08-07	2006-06-02
3,336,796	78/806,909	ONCOMM	2007-11-13	2006-02-03
3,183,767	78/806,890	<i>AVAIL</i>	2006-12-12	2006-02-03
	85/219,802	SMART CREW		2011-01-18
4,110,919	85/151,928		2012-03-13	2010-10-13
2,660,598	76/250,925	DIGITALPATROLLER	2002-10-12	2001-5-3
2,854,763	76/487,733	DIGITALINVESTIGATOR	2004-6-15	2003-2-6
3,125,108	78/587,131	TRANSITCAM (supplemental register)	2006-8-1	2006-3-15
4,275,219	85/637,215	TRANSITCAM (principal register)	2013-1-15	2012-5-29

UNREGISTERED TRADEMARKS: List marks below or indicate "None."

- ROCKET
- ROCKET ACCESS POINT (RAP)
- ROCKET LOCKER
- AVAIL NAVIGATOR
- AVAIL DIAGNOSTICS