

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		04/01/2013	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	System Planning Corporation		
Street Address:	3601 Wilson Boulevard		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3091104	GLOBALTRAK	
CORRESPONDENCE DATA			
Fax Number:	3125693545		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-569-0001		
Email:	gwen.benoy@dbr.com		
Correspondent Name:	Mark Bergner/Drinker Biddle & Reath LLP		
Address Line 1:	191 N. Wacker Drive		
Address Line 2:	Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	496930		
NAME OF SUBMITTER:	Mark Bergner		
Signature:	/Mark Bergner/		

CH \$40.00 3091104

Date:

04/09/2013

**Total Attachments: 12**

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## PARTIAL RELEASE AGREEMENT

THIS PARTIAL RELEASE AGREEMENT ("PARTIAL RELEASE") is made as of the 1<sup>st</sup> day of April, 2013, by and between BANK OF AMERICA, N.A. (the "BANK") for the benefit of SYSTEM PLANNING CORPORATION ("SYSTEM PLANNING") and ORBCOMM INC.

### RECITALS

WHEREAS, the BANK has extended, among other things, a \$16,000,000.00 revolving line of credit loan to SYSTEM PLANNING ("LOAN").

WHEREAS, the LOAN is evidenced by, among other things, a Third Amended and Restated Revolving Credit Facility Note, dated December 21, 2010, executed and delivered by SYSTEM PLANNING to the order of the BANK, as modified and amended from time to time (collectively, the "NOTE") and by the various other loan documents evidencing, securing, guarantying or otherwise documenting the LOAN (collectively, with the NOTE, the "LOAN DOCUMENTS").

WHEREAS, the obligations owed by SYSTEM PLANNING to the BANK under the LOAN DOCUMENTS are secured by, among other things, duly perfected first priority liens and security interests in various patents and other intellectual property owned by SYSTEM PLANNING, a portion of which are more particularly described on Exhibit A attached hereto and made a part hereof (collectively, the "SUBJECT PATENTS AND TRADEMARK"), pursuant to a Patent Security Agreement dated March 28, 2012, executed and delivered by SYSTEM PLANNING in favor of the BANK ("PATENT SECURITY AGREEMENT"), and recorded with the United States Patent and Trademark Office.

WHEREAS, the terms and conditions of the PATENT SECURITY AGREEMENT prevent SYSTEM PLANNING from selling or otherwise transferring the SUBJECT PATENTS AND TRADEMARK to any third party without the express written consent of the BANK.

WHEREAS, SYSTEM PLANNING has requested that the BANK permit SYSTEM PLANNING to sell or otherwise transfer its interests in the SUBJECT PATENTS AND TRADEMARK to ORBCOMM Inc. ("BUYER") pursuant to that certain Asset Purchase Agreement, dated March 13, 2013, by and between SYSTEM PLANNING and ORBCOMM, Inc. ("ASSET PURCHASE AGREEMENT")

WHEREAS, the BANK has considered SYSTEM PLANNING'S request and in connection therewith, has agreed to release the SUBJECT PATENTS AND TRADEMARK from the operation and effect of the BANK'S liens and the PATENT SECURITY AGREEMENT in exchange for a payment to the BANK

equal to all net proceeds arising from the sale of the SUBJECT PATENTS AND TRADEMARK and certain other assets described in the ASSET PURCHASE AGREEMENT (collectively, the "SALE PROCEEDS") pursuant to the terms and conditions thereof.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of these premises, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledge, the parties hereto, intending to be legally bound, agree as follows:

1. Recitals. The recitals set forth above are true and accurate in every respect and are hereby incorporated into this AGREEMENT by reference.

2. Payment to the Bank; Release of Subject Patents and Trademark. The BANK hereby acknowledges receipt of the SALE PROCEEDS. In exchange therefore, the BANK, by way of this PARTIAL RELEASE, hereby releases the SUBJECT PATENTS AND TRADEMARK described on Exhibit A, attached hereto and made a part hereof, from the operation, effect and liens established by the PATENT SECURITY AGREEMENT. Furthermore, the BANK hereby agrees that the SUBJECT PATENTS AND TRADEMARK described on Exhibit A attached hereto are now free and clear of all liens of the BANK, including, without limitation, those established by the PATENT SECURITY AGREEMENT. The BANK represents and warrants that it has full authority to grant this PARTIAL RELEASE and has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the SUBJECT PATENTS AND TRADEMARK.

3. Other Patents and Intellectual Property Serving as Collateral for the Loan not Affected. The PATENT SECURITY AGREEMENT shall remain in place and in full force and effect, and the liens established thereby shall remain fully enforceable, as to all other patents and intellectual property owned by SYSTEM PLANNING and described in the PATENT SECURITY AGREEMENT other than the SUBJECT PATENTS AND TRADEMARK described on Exhibit A attached hereto.

4. Further Assurances. The BANK, at the expense of SYSTEM PLANNING, agrees to execute and deliver to SYSTEM PLANNING and the BUYER such additional documents as may be reasonably necessary to carry out the terms of this PARTIAL RELEASE.

5. Governing Law; Consent to Jurisdiction and Venue. The performance and construction of this PARTIAL RELEASE shall be governed by the laws of the Commonwealth of Virginia. The parties hereto irrevocably consent to the personal jurisdiction and venue of any court in the Commonwealth

of Virginia in connection with any legal proceeding arising out of or related to this PARTIAL RELEASE.

6. Invalidity. If any term, provision or condition, or any part thereof, of this PARTIAL RELEASE shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition or any other term, provision or condition, and this PARTIAL RELEASE shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

7. Binding Effect. This PARTIAL RELEASE shall be binding upon and inure to the benefit of the parties hereto, and to ORBCOMM Inc. as an intended third-party beneficiary hereof, and their respective personal representatives, successors and assigns. SYSTEM PLANNING joins in the execution of this PARTIAL RELEASE for the purposes of memorializing its agreement to the terms set forth herein.

8. Amendment. This PARTIAL RELEASE may only be altered, modified or amended by a writing executed by all of the parties hereto.

9. Recording. The executed original of this PARTIAL RELEASE may be recorded with the United States Patent and Trademark Office.

WITNESS/ATTEST

WITNESS/ATTEST

BANK:

BANK OF AMERICA, N.A.

By: (SEAL)  
~~Roger O. Gore~~, Senior Vice President

Heather L. Harper  
SYSTEM PLANNING:

SYSTEM PLANNING CORPORATION

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE/Commonwealth of North Carolina, COUNTY OF Mecklenburg SS.:

I HEREBY CERTIFY that on this 1st day of ~~March~~ April, 2013, before me, the undersigned Notary Public of the jurisdiction aforesaid, personally appeared Heather L. Harper who acknowledged ~~himself~~ herself to be a Senior Vice President of BANK OF AMERICA, N.A., and who further

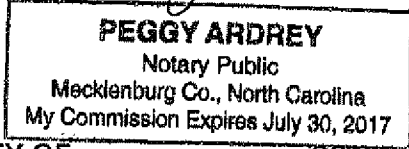
acknowledged that he, being authorized so to do, executed the foregoing instrument in the aforesaid capacity for the purposes therein contained.

IN WITNESS MY Hand and Notarial Seal.

Peggy Ardrey  
Notary Public

[Notarial Seal]

My Commission Expires: July 30, 2017



STATE/Commonwealth of \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS.:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of March, 2013, before me, the undersigned Notary Public of the jurisdiction aforesaid, personally appeared \_\_\_\_\_, who acknowledged himself to be a \_\_\_\_\_ of ORBCOMM Inc., a Delaware Corporation, and who further acknowledged that he, being authorized so to do, executed the foregoing instrument in the aforesaid capacity for the purposes therein contained.

IN WITNESS MY Hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission Expires:

of Virginia in connection with any legal proceeding arising out of or related to this PARTIAL RELEASE.

6. Invalidity. If any term, provision or condition, or any part thereof, of this PARTIAL RELEASE shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition or any other term, provision or condition, and this PARTIAL RELEASE shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

7. Binding Effect. This PARTIAL RELEASE shall be binding upon and inure to the benefit of the parties hereto, and to ORBCOMM Inc. as an intended third-party beneficiary hereof, and their respective personal representatives, successors and assigns. SYSTEM PLANNING joins in the execution of this PARTIAL RELEASE for the purposes of memorializing its agreement to the terms set forth herein.

8. Amendment. This PARTIAL RELEASE may only be altered, modified or amended by a writing executed by all of the parties hereto.

9. Recording. The executed original of this PARTIAL RELEASE may be recorded with the United States Patent and Trademark Office.

WITNESS/ATTEST

**BANK:**

BANK OF AMERICA, N.A.

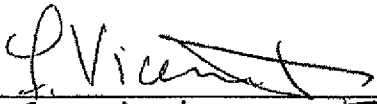
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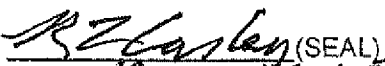
By: \_\_\_\_\_(SEAL)  
Roger O. Gore, Senior Vice President

WITNESS/ATTEST

**SYSTEM PLANNING:**

SYSTEM PLANNING CORPORATION

  
\_\_\_\_\_  
Fiorello Vicencio, Jr.

By:  (SEAL)  
Name: Ronald L. Easley  
Title: Chairman

STATE/Commonwealth of \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS.:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of March, 2013, before me, the undersigned Notary Public of the jurisdiction aforesaid, personally appeared \_\_\_\_\_, who acknowledged himself to be a \_\_\_\_\_ of BANK OF AMERICA, N.A., and who further

acknowledged that he, being authorized so to do, executed the foregoing instrument in the aforesaid capacity for the purposes therein contained.

IN WITNESS MY Hand and Notarial Seal.

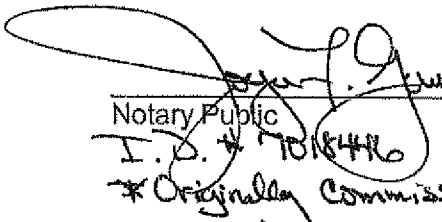
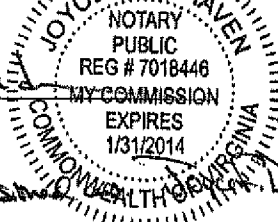
\_\_\_\_\_  
Notary Public

[Notarial Seal]  
My Commission Expires:

STATE/Commonwealth of Virginia, COUNTY OF Saunder, SS.:

I HEREBY CERTIFY that on this 1<sup>st</sup> day of April, 2013, before me, the undersigned Notary Public of the jurisdiction aforesaid, personally appeared Ronald L. Eastley, who acknowledged himself to be a Chairman of System Planning Corporation, a Delaware Corporation, and who further acknowledged that he, being authorized so to do, executed the foregoing instrument in the aforesaid capacity for the purposes therein contained.

IN WITNESS MY Hand and Notarial Seal.

  
Notary Public  
I.D. # 7018446  
\*Originally Commissioned  


[Notarial Seal]  
My Commission Expires:  
1/31/2014



EXHIBIT A

PATENT APPLICATIONS

<u>Docket No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>TITLE</u>
SPC-P003	11/598,828 US-2007-0118332A1 (Pub date 11/12/2012)	11/14/06	HIERARCHICAL AND DISTRIBUTED INFORMATION PROCESSING ARCHITECTURE FOR A CONTAINER SECURITY SYSTEM
SPC-P005	11/598,841 Cont. 13/179,498	11/14/06 7-09-2011	SYSTEM AND METHOD FOR RECHARGEABLE POWER SYSTEM FOR A CARGO CONTAINER MONITORING AND SECURITY SYSTEM
SPC-P016	13/032,171	2/22/2011	METHOD AND APPARATUS FOR ESTABLISHING A MESH NETWORK WITH DORMANT MODE ACTIVATION
SPC-P05A	13/179498	7/9/11	SYSTEM AND METHOD FOR RECHARGEABLE POWER SYSTEM FOR A CARGO CONTAINER MONITORING AND SECURITY SYSTEM
SPC-P018	12/653,271	12/11/2009	SYSTEM AND METHOD FOR PROVIDING CONTAINER SECURITY
SPC-P020	12/658,722	2/16/2010	SYSTEM AND METHOD FOR COMMUNICATIONS OF CARGO CONTAINERS IN A CONTAINER SECURITY SYSTEM USING WIRELESS AD-HOC NETWORKING TECHNIQUES
SPC-P023	12/890,492	9/24/10	SYSTEM AND METHOD FOR MONITORING A CONTAINER (CONTINUATION OF SPC18, 2 AND 1).
SPC-26	13/346,624	1/9/2012	ENHANCED ZIGBEE MESH NETWORK WITH DORMANT MODE ACTIVATION
SPC-30	13/288,450	11/03/2011	SYSTEM FOR MULTIPLE LAYERED SECURITY WITHIN A CARGO CONTAINER

TRADEMARK

REEL: 005001 FRAME: 0558

<u>Docket No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>TITLE</u>
SPC-31	13/274,341	10/16/2011	CARGO CONTAINER SELF-ARMING MONITORING AND SECURITY DEVICE
SPC-32	13/288,824	11/3/11	SYSTEM AND APPARATUS FOR ITEM LEVEL INVENTORY MANAGEMENT WITHIN A VIRTUAL WAREHOUSE ESTABLISHED FOR SHORT TERM AND LONG TERM DISASTER RELIEF OPERATIONS
SPC-33	13/289,802	11/04/2011	METHOD FOR ESTABLISHING AN IMPROMTU GEO-FENCED AREA TO ORGANIZE AND ANALYZE SHIPMENTS
SPC-34	13/290,077	11/5/2011	METHOD AND APPARATUS FOR ESTABLISHING MESHED GPS NETWORK
SPC-35	13.289,991	11/4/2011	SYSTEM FOR ESTABLISHING GEO-FENCE FOR DISPERSING VOLUNTEER SKILL SETS
SPC-36	13/310,610	12/2/2011	SYSTEM FOR DELIVERY CONFIRMAITON AND INVOICE GENERATION UTILIZING GEO-FENCE EVENTS
SPC-37	13/310,638	12/2/2011	APPARATUS FOR ESTABLISHING A MESH NETWORK FOR REEFER SENSOR ARCHITECTURE
SPC-38	13/311,500	12/5/2011	APPARATUS AND METHOD FOR TRACKING PIZZA DELIVERY
SPC-39	13/310,659	12/2/2011	APPARATUS FOR PORTAL BASED SCANNING
SPC-40	13/310,769	12/4/2011	RISK PROFILING USING PORTAL BASED SCANNERS
SPC-41	13/311,514	12/5/2011	INSPECTION PROTOCOL INCORPORATING LONG TERM AND SHORT TERM INSPECTION EVENTS
SPC-42	13/311,525	12/5/2011	ADJUSTING ALARM PARAMETERS BASED ON DETECTED MODE OF TRANSPORT

<u>Docket No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>TITLE</u>
SPC-43	13/343,999	01/5/2012	METHOD FOR ESTABLISHING A RISK PROFILE USING RFID TAGS
SPC-44	13/344,136	1/5/2012	METHOD AND APPARATUS FOR RFID READER DETECTOR
SPC-45	13/345414	1/6/2012	METHOD AND APPARATUS FOR SMART ELECTRONIC SEALS
SPC-46	13/345571	1/6/12	APPARATUS FOR TAMPER PROOF SECURITY MECHANISM AND TAMPER EVIDENT INDICATOR
SPC-47	13/407,515	2/28/2012	METHOD AND APPARATUS FOR COMBINING TEMPERATURE DATA FROM SEPARATE SEGMENTS OF HANDLING
SPC-48	13/408,990	2/29/2012	METHOD AND APPARATUS FOR BIOMETRIC ACCESS FOR E-SEALS
SPC-49	13/410,240	3/1/12	METHOD AND APPARATUS FOR A SMART UNIT LOAD DEVICE (ULD) FOR AIR CARGO SENSING
SPC-50	13/410,269	3/1/12	APPARATUS FOR IMPLEMENTATION OF AUTHORIZED AGENTS FOR HANDLING SECURE FREIGHT
SPC-51	13/425,710	3/21/12	METHOD AND APPARATUS FOR ELECTRONICALLY ORGANIZING TRANSPORT DOCUMENTS
SPC-52	13/426,563	3/21/12	METHOD FOR ESTABLISHING PLATFORM FOR TRANSLATING BETWEEN DEVICE INPUTS
SPC-53	13/429,331	3/24/12	METHOD AND APPARATUS FOR GEO-FENCE SAMPLING TECHNIQUE
SPC-54	13/446,905	4/13/12	METHOD AND APPARATUS FOR HANDLING 2-D FIXES
SPC-55	13/429,332	3/24/12	METHOD FOR AUTOMATIC RESET FOR SMART CONTAINERS FROM REMOTE MONITORING STATION
SPC-56	13/439,884	4/05/12	METHOD AND APPARATUS FOR A HANDHELD TERMINAL APPLICATIONS AND IMPLEMENTATION OF SECURE AUTHORIZATION FOR HANDLING FREIGHT

<u>Docket No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>TITLE</u>
SPC-57	13/462771	5/2/12	METHOD FOR ESTABLISHING A SECURE PROTOCOL FOR PAIRING AN RFID TAG AND ASSET MONITORING DEVICE WITHIN A CONTAINER SUITE
SPC-58	13/439,887	4/5/12	SYSTEM AND METHOD FOR AUTHORIZING ACCESS TO A SECURED CONTAINER
SPC-59	13/461,724	5/1/12	METHOD AND APPARATUS FOR SMART E-STRAPS
SPC-60	13/611,410	9/12/12	SYSTEM AND METHOD FOR TAMPER EVIDENT CONDUCTIVE LINING FOR CARGO CONTAINER
SPC-70	13/052,030	3-18-2011	SYSTEM AND METHOD FOR AN INTEGRATED ANTENNA IN A CARGO CONTAINER MONITORING AND SECURITY SYSTEM (CONT. OF SPC 10)
SPC-71	13/305712	11/28/2011	PANEL SYSTEM AND METHOD WITH EMBEDDED ELECTRONICS

**PROVISIONAL PATENT APPLICATION**

<u>Docket No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
SPC-61	61/647578	5/16/2012	A SMART SWITCH FOR PROVIDING CONTAINER SECURITY

**ISSUED PATENTS**

SPC-P001	10/934,676 USP 7,098,784	9/3/04	SYSTEM AND METHOD FOR PROVIDING CONTAINER SECURITY
SPC-P002	11/448,049; USP 7,649,455	7/18/06	SYSTEM AND METHOD FOR PROVIDING CONTAINER SECURITY

SPC-P004	11/598,827 USP 7,853,142	11/14/ 06	SYSTEM AND METHOD FOR AN IMAGING SYSTEM FOR A CONTAINER SECURITY SYSTEM
SPC-P006	11/598,825 USP 8,010,058	11/14/ 06	SYSTEM AND METHOD FOR USING METEOR BURST COMMUNICATIONS IN A CONTAINER TRACKING SYSTEM
SPC-P008	11/598,823 USP 7,702,358	11/14/ 06	SYSTEM AND METHOD FOR COMMUNICATIONS OF CARGO CONTAINERS IN A CONTAINER SECURITY SYSTEM USING WIRELESS AD HOC NETWORKING TECHNIQUES
SPC-P009	11/598,842; USP 7,623,029	11/14/ 06	SYSTEM AND METHOD FOR LOT BASED PROCESSING AND TRACKING IN A CONTAINER SECURITY SYSTEM USING WIRELESS COMMUNICATIONS
SPC-P010	11/598,829 USP 7,973,717	11/14/ 06	SYSTEM AND METHOD FOR AN INTEGRATED ANTENNA IN A CARGO CONTAINER MONITORING AND SECURITY SYSTEM
SPC-P012	11/598,826 USP 7,853,210	11/14/ 06	INTELLIGENT SENSOR OPEN ARCHITECTURE FOR A CONTAINER SECURITY SYSTEM
SPC-P015	12/017,588 USP 8,138,913	01/22/ 2008	PANEL SYSTEM AND METHOD WITH EMBEDDED ELECTRONICS

SPC-25	12/917,409 USP 7,991,357	11/1/1 0	INTELLIGENT SENSOR OPEN ARCHITECTURE FOR A CONTAINER SECURITY SYSTEM (CON. FROM SPC-12)
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**REGISTERED TRADEMARK**

<b>Mark</b>	<b>U.S. Registration Number</b>
GlobalTrak	3091104