

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Telular Corporation		06/24/2013	CORPORATION: DELAWARE
SkyBitz, Inc.		06/24/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	SunTrust Bank, as Second Lien Administrative Agent
<b>Street Address:</b>	303 Peachtree Street, N.E., 25th Floor
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30308
<b>Entity Type:</b>	CORPORATION: GEORGIA

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	4167232	SMARTANK
Registration Number:	3976012	TTTTTT TELGUARD
Registration Number:	4022028	T TELGUARD INTERACTIVE
Registration Number:	3944350	TELULAR
Registration Number:	3858563	WIRELESSLY PROTECTED
Registration Number:	3861817	
Registration Number:	3894792	TANKLINK
Registration Number:	3662989	LOSE THE LINE. KEEP THE CONNECTION.
Registration Number:	4039903	WIRELESSLY PROTECTED
Registration Number:	1855592	TELGUARD
Registration Number:	3468917	WI PATH
Registration Number:	1897417	TELULAR
Registration Number:	1845080	

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Registration Number:	1852941	PHONECELL
Registration Number:	3160383	SAFESCOUT
Registration Number:	3140272	SENTINEL VISION
Registration Number:	4267806	TTTTTT
Registration Number:	3016736	SKYBITZ
Registration Number:	2899066	SKYBITZ
Registration Number:	2536980	SKYBITZ
Serial Number:	85664941	JUST CONNECT AND INTERACT
Serial Number:	85702820	CONNECT, INTERACT AND CONTROL

**CORRESPONDENCE DATA**

**Fax Number:**

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

Phone: 212-318-6493  
 Email: david.adams@thomsonreuters.com  
 Correspondent Name: Robin Riley  
 Address Line 1: 75 East 55th Street  
 Address Line 2: Paul Hastings LLP  
 Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Robin Riley
Signature:	/David Adams TR/
Date:	07/02/2013

**Total Attachments: 14**

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**SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of June 24, 2013, is made by each of the entities listed as Grantor on the signature pages hereto (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of SunTrust Bank, in its capacity as administrative agent for the Loan Parties under the Second Lien Guarantee and Collateral Agreement referred to below (the “**Administrative Agent**”).

WHEREAS, pursuant to that certain Second Lien Guarantee and Collateral Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among the Grantors, the Administrative Agent and certain other parties thereto, in order to secure payments of certain Obligations (as defined in the Guarantee and Collateral Agreement), the Grantors have granted to the Administrative Agent a continuing security interest in and to all of (i) their trademarks and trademark applications, including, without limitation, the trademarks and trademark applications listed on Schedule I hereto, (ii) their patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule II hereto and (iii) their copyrights and copyright applications, including, without limitation, the copyrights listed on Schedule III hereto, in each case to the extent the same constitute Collateral (as defined in the Guarantee and Collateral Agreement) (the “**Intellectual Property Collateral**”). Until the satisfaction by payment in full of the Obligations and the termination of the Commitments (as described and defined in the Guarantee and Collateral Agreement), the Administrative Agent shall retain its security interest in the Intellectual Property Collateral granted herein and in the Guarantee and Collateral Agreement.

NOW, THEREFORE, for the consideration set forth herein and in the Guarantee and Collateral Agreement, the parties hereby agree as follows:

Grant. The Grantors, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby grant the Administrative Agent a lien on and security interest in, all of their right, title and interest in, to and under the Intellectual Property Collateral (including (i) all reissues, continuations, renewals or extensions of the foregoing, (ii) all goodwill of the business connected with the use of, and symbolized by, the Intellectual Property Collateral, and (iii) all products and proceeds of the foregoing). For the avoidance of doubt, notwithstanding any other provision of this Agreement, the Grantors do not grant any lien on or security interest in any of the Excluded Property (as defined in the Guarantee and Collateral Agreement).

Conflicts. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

Termination. This Agreement shall terminate and the lien on and security interest in the Intellectual Property Collateral shall be released upon satisfaction by payment in full of the Obligations and the termination of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Intellectual Property Collateral granted herein.

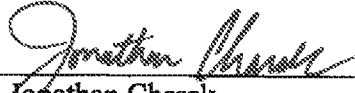
Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.


[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first set forth above.

TELULAR CORPORATION, as Grantor

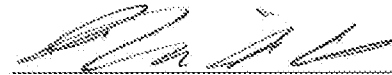
By:   
Name: Jonathan Charak  
Title: Secretary

SKYBITZ, INC., as Grantor

By:   
Name: Jonathan Charak  
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

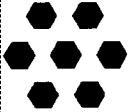
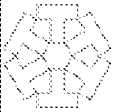
SUNTRUST BANK,  
as Administrative Agent

By:   
Name: *Nicholas Hahn*  
Title: *Director*

## Schedule I Trademarks

### *U.S. Trademark Registrations and Applications*

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Owner
SMARTank	85/458,786	28-Oct-2011	4,167,232	03-Jul-2012	Telular Corporation
TTTTTT TELGUARD (w/design)  	85/103,636	09-Aug-2010	3,976,012	16-Jun-2011	Telular Corporation
T TELGUARD INTERACTIVE (w/design)  	85/206,680	28-Dec-2010	4,022,028	06-Sep-2011	Telular Corporation
TELULAR	85/145,008	05-Oct-2010	3,944,350	12-Apr-2011	Telular Corporation
WIRELESSLY PROTECTED	77/980,114	30-Jun-2009	3,858,563	05-Oct-2010	Telular Corporation
TANKLINK LOGO  	77/779,249	13-Jul-2009	3,861,817	12-Oct-2010	Telular Corporation
TANKLINK	77/779,241	13-Jul-2009	3,894,792	21-Dec-2010	Telular Corporation
JUST CONECT AND INTERACT	85/664,941	29-Jun-2012			Telular Corporation
CONNECT, INTERACT AND CONTROL	85/702,820	14-Aug-2012			Telular Corporation
LOSE THE LINE. KEEP THE CONNECTION	77/592,079	14-Oct-2008	3,662,989	04-Aug-2009	Telular Corporation
WIRELESSLY PROTECTED	77/770,893	30-Jun-2009	4,039,903	11-Oct-2011	Telular Corporation
TELGUARD	74/443,036	01-Oct-1993	1,855,592	27-Sep-1994	Telular Corporation
Wi PATH	77/139,042	23-Mar-2007	3,468,917	15-Jul-2008	Telular Corporation

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Owner
TELULAR	74/520,927	09-May-1994	1,897,417	06-Jun-1995	Telular Corporation
HEXAGON LOGO 	74/349,224	19-Jan-1993	1,845,080	12-Jul-1994	Telular Corporation
PHONECELL	74/318,593	29-Sep-1992	1,852,941	06-Sep-1994	Telular Corporation
SAFESCOUT	78/535846		3,160,383	17-Oct-2006	Telular Corporation
SENTINEL VISION	78/521093		3,140,272	05-Sep-2006	Telular Corporation
TTTT DESIGN 	75/577703		4,267,806	01-Jan-2013	Telular Corporation
SKYBITZ	76/547882	29-Sep-2003	3,016,736	22-Nov-2005	SkyBitz, Inc.
SKYBITZ	76/548096	29-Sep-2003	2,899,066	02-Nov-2004	SkyBitz, Inc.
SKYBITZ		09-Nov-1998	2,536,980	05-Feb-2002	SkyBitz, Inc.



**Schedule II**  
**Patents**

*United States Patents and Patent Applications*

Patents

<b>Application Title</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Status</b>	<b>Owner</b>
Method and Apparatus for Improving Premises-Line Call Availability in an Alarm System	7,573,981	11-Aug-2009	Issued	Telular Corporation
Concurrent Wireless/Landline Interface Apparatus and Method	7,248,869	24-Jul-2007	Issued	Telular Corporation
Apparatus for wirelessly-coupling a Bluetooth-wireless cellular mobile handset to a docking station for connecting a standard telephone set to the cellular network	7,190,954	13-Mar-2007	Issued	Telular Corporation
CONCURRENT WIRELESS/LANDLINE INTERFACE	7,089,034	08-Aug-2006	Issued	Telular Corporation
Apparatus For Wirelessly-Coupling A Bluetooth-Wireless Cellular Mobile Handset To A Docking Station For Connecting A Standard Telephone Set To The Cellular Network	7,069,006	27-Jun-2006	Issued	Telular Corporation
Apparatus For Wirelessly-Coupling A Bluetooth-Wireless Cellular Mobile Handset To A Docking Station For Connecting A Standard Telephone Set To The Cellular Network	7,024,189	04-Apr-2006	Issued	Telular Corporation
DEVICE FOR DIRECTING A PREMISES ALARM PANEL...	6,825,762	30-Nov-2004	Issued	Telular Corporation
CONCURRENT WIRELESS/LANDLINE INTERFACE APPARATUS AND METHOD	6,785,517	31-Aug-2004	Issued	Telular Corporation
SELF-DIAGNOSTIC SYSTEM FOR CELLULAR-TRANSCIVER SYSTEMS WITH REMOTE-REPORTING CAPABILITIES	6,690,923	10-Feb-2004	Issued	Telular Corporation
Short Synchronization Time Data Modem	6,625,209	23-Sep-2003	Issued	Telular Corporation
METHOD AND APPARATUS TO PROTECT FIXED WIRELESS TERMINAL FROM FOREIGN VOLTAGE AT THE TIP AND RING CONNECTION	6,615,056	02-Sep-2003	Issued	Telular Corporation
METHOD OF DETERMINING END-OF-DIALING FOR CELLULAR INTERFACE COUPLING A STANDARD TELEPHONE TO THE CELLULAR NETWORK	6,035,220	07-Mar-2000	Issued	Telular Corporation
SELF DIAGNOSTIC SYSTEM FOR CELLULAR TRANSCIVER SYSTEMS WITH REMOTE-REPORTING CAOABILITIES	5,966,428	12-Oct-1999	Issued	Telular Corporation
CONCURRENT WIRELESS/LANDLINE INTERFACE APPARATUS AND METHOD	5,946,616	31-Aug-1999	Issued	Telular Corporation
Cellular Telephone-Modem Interface for Data Communications	5,873,039	16-Feb-1999	Issued	Telular Corporation

Application Title	Patent No.	Issue Date	Status	Owner
SELF DIAGNOSTIC SYSTEM FOR CELLULAR-TRANSCEIVER SYSTEMS WITH REMOTE-REPORTING CAPABILITIES	5,859,894	12-Jan-1999	Issued	Telular Corporation
CONCURRENT WIRELESS/LANDLINE INTERFACE APPARATUS WITH TESTING MEANS	5,812,637	22-Sep-1998	Issued	Telular Corporation
CONCURRENT WIRELESS/LANDLINE INTERFACE APPARATUS	5,715,296	03-Feb-1998	Issued	Telular Corporation
SELF DIAGNOSTIC SYSTEM FOR CELLULAR-TRANSCEIVER SYSTEMS	5,469,494	21-Nov-1995	Issued	Telular Corporation
Dial Capture Alarm Interface with Integrated Voice	8,385,511	26-Feb-2013	Issued	Telular Corporation

### Pending Patents

Application Title	Patent No.	Issue Date	Status	Owner
Broadband Alarm Reporting Using a Local Wireless Network	13/245,163	26-Sep-2011	Pending	Telular Corporation
System and Method for Wireless Interactive Security Services Using a Key-Switch Interface	12/882,426	15-Sep-2010	Pending	Telular Corporation

### Patents

Patent No.	Title	Issue Date	Owner
5955986	Low-Power Satellite-Based Geopositioning System	21-Sep-1999	SkyBitz, Inc.
6094162	Low-Power Satellite-Based Geopositioning System	25-Jul-2000	SkyBitz, Inc.
6154171	Low-Power Satellite-Based Geopositioning System	28-Nov-2000	SkyBitz, Inc.
6169514	Low-Power Satellite-Based Geopositioning System	2-Jan-2001	SkyBitz, Inc.
6243648	Fast Acquisition Position Reporting System	5-Jun-2001	SkyBitz, Inc.
6480788	System And Method For Fast Acquisition Reporting Using Communication Satellite Range Measurement	12-Nov-2002	SkyBitz, Inc.
6560536	System And Method For Rapid Telepositioning	6-May-2003	SkyBitz, Inc.
6725158	System And Method For Fast Acquisition Reporting Using Communication Satellite Range Measurement	20-Apr-2004	SkyBitz, Inc.
7010066	System And Method For Fast Code Phase And Carrier Frequency Acquisition In Gps Receiver	7-Mar-2006	SkyBitz, Inc.
7020190	Frequency translator using a cordic phase rotator	28-Mar-2006	SkyBitz, Inc.

Patent No.	Title	Issue Date	Owner
7027486	System And Method For Fast Code Phase And Carrier Frequency Acquisition In Gps Receiver	11-Apr-2006	SkyBitz, Inc.
7265668	System and method for asset tracking and monitoring	4-Sep-2007	SkyBitz, Inc.
7266142	System and method for fast code phase and carrier frequency acquisition in GPS receiver	4-Sep-2007	SkyBitz, Inc.
7327783	Frequency translator using a cordic phase rotator	5-Feb-2008	SkyBitz, Inc.
7468927	Wireless sensor interface with mobile terminal satellite modem and global location system	23-Dec-2008	SkyBitz, Inc.
7486174	System and method for adaptive motion sensing with location determination	3-Feb-2009	SkyBitz, Inc.
7498925	System and method for reporting a status of an asset	3-Mar-2009	SkyBitz, Inc.
7505508	System and method for fast code phase and carrier frequency acquisition in GPS receiver	17-Mar-2009	SkyBitz, Inc.
7545266	System and method for asset tracking and monitoring	9-Jun-2009	SkyBitz, Inc.
7646295	System and method for asset tracking and monitoring using antenna diversity	12-Jan-2010	SkyBitz, Inc.
7688185	System and method for generating an alert for a trailer	30-Mar-2010	SkyBitz, Inc.
7782811	Multiple return link	24-Aug-2010	SkyBitz, Inc.
7804394	System and Method for Reporting a Status of an Asset	28-Sep-2010	SkyBitz, Inc.
7877208	Sensor Interface with Mobile Terminal Satellite Modem and Global Location System	25-Jan-2011	SkyBitz, Inc.
7898411	System and Method for Asset Tracking and Monitoring	1-Mar-2011	SkyBitz, Inc.
7903494	Wireless Sensor Interface with Mobile Terminal Satellite Modem and Global Location System	8-Mar-2011	SkyBitz, Inc.
7911329	System and method for adaptive motion sensing with location determination	22-Mar-2011	SkyBitz, Inc.
7965181	System and Method for Asset Tracking and Monitoring Using Antenna Diversity	21-Jun-2011	SkyBitz, Inc.
8004403	System and Method for Generating an Alert for a Trailer	23-Aug-2011	SkyBitz, Inc.
8010127	Satellite aided location tracking and data services using geosynchronous and low earth orbit satellites with global locating system	30-Aug-2011	SkyBitz, Inc.
8058987	Satellite Aided Location Tracking with User Interface	15-Nov-2011	SkyBitz, Inc.
8155640	System and method for mobile terminal initiated satellite communications	10-Apr-2012	SkyBitz, Inc.

Patent No.	Title	Issue Date	Owner
8217838	System and Method for Using Data Phase to Reduce Position Ambiguities	10-Jul-2012	SkyBitz, Inc.
8242904	System and Method for Asset Tracking and Monitoring	14-Aug-2012	SkyBitz, Inc.
8255149	System and Method for Dual-Mode Location Determination	28-Aug-2012	SkyBitz, Inc.
8284629	Wireless Sensor Interface with Mobile Terminal Satellite Modem and Global Location System	9-Oct-2012	SkyBitz, Inc.
8362900	Satellite Aided Location Tracking with User Interface	29-Jan-2013	SkyBitz, Inc.
8416075	System and Method for Generating an Alert for a Trailer	09-Apr-2013	SkyBitz, Inc.
8428000	Multiple Return Link	23-Apr-2013	SkyBitz, Inc.

### Patent Applications

Application No.	Pending Applications	Filing Date	Owner
10/754,492	System and Method for Fast Acquisition Position Reporting Using Communication Satellite Range Measurement	12-Jan-2004	SkyBitz, Inc.
11/030,983	System and Method for Fast Acquisition Position Reporting	10-Jan-2005	SkyBitz, Inc.
11/624,668	System and Method for Generating a Mileage Report	18-Jan-2007	SkyBitz, Inc.
11/741,236	Satellite Aided Location Tracking with User Interface	27-Apr-2007	SkyBitz, Inc.
12/395,243	System and Method for Fast Code Phase and Carrier Frequency Acquisition in GPS Receiver	27-Feb-2009	SkyBitz, Inc.
12/574,163	System and Method for Increasing Asset Utilization Using Satellite Aided Location Tracking	6-Oct-2009	SkyBitz, Inc.
12/886,098	System and Method for Reporting a Status of an Asset	20-Sep-2010	SkyBitz, Inc.
13/005,879	Sensor Interface with Mobile Terminal Satellite Modem and Global Location System	13-Jan-2011	SkyBitz, Inc.
13/052,433	System and Method for Adaptive Motion Sensing with Location Determination	21-Mar-2011	SkyBitz, Inc.
13/078,453	System and Method for Position Determination Using Low Earth Orbit Satellites	1-Apr-2011	SkyBitz, Inc.
13/235,641	System and Method for Asset Tracking Configuration of a Mobile Terminal	19-Sep-2011	SkyBitz, Inc.
13/343,197	System and Method for Mobile Advertising Configuration	4-Jan-2012	SkyBitz, Inc.
13/442,032	System and Method for Mobile Terminal Initiated Communications	9-Apr-2012	SkyBitz, Inc.
13/492,312	System and Method for Using Data Phase to Reduce Position Ambiguities	8-Jun-2012	SkyBitz, Inc.
13/584,174	System and Method for Asset Tracking and Monitoring	13-Aug-2012	SkyBitz, Inc.
13/594,984	System and Method for Dual-Mode Location Determination	27-Aug-2012	SkyBitz, Inc.
13/645,649	Wireless Sensor Interface with Mobile Terminal Satellite Modem and Global Location System	5-Oct-2012	SkyBitz, Inc.

<b>Application No.</b>	<b>Pending Applications</b>	<b>Filing Date</b>	<b>Owner</b>
13/750,125	Satellite Aided Location Tracking with User Interface	25-Jan-2013	SkyBitz, Inc.
13/867,401	Multiple Return Link	22-Apr-2013	SkyBitz, Inc.

**Schedule III**  
**Copyrights**

*United States Copyright Registrations*

None.