

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
CALAMP WIRELESS DATA SYSTEMS, INC.		07/16/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	SQUARE 1 BANK
Street Address:	406 BLACKWELL STREET
Internal Address:	SUITE 240
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	85500377	SKYGUARD
Registration Number:	4276304	VCONNECT
Registration Number:	4010864	TECHCONNECT
Registration Number:	4235650	WIRELESS MATRIX
Registration Number:	3880971	TECHDIRECT
Registration Number:	3924482	TECHCONNECT
Registration Number:	3408799	FLEETOUTLOOK

**CORRESPONDENCE DATA**

Fax Number: 9193541278  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 919-314-3086  
 Email: loandocsdept@square1bank.com

CH \$190.00 85500377

Correspondent Name: Square 1 Bank  
Address Line 1: 406 Blackwell Street  
Address Line 2: Suite 240  
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:

Lee Conner

Signature:

/leeconner-mkr/

Date:

08/13/2013

**Total Attachments: 6**

source=IPSA\_Executed 07162013#page1.tif  
source=IPSA\_Executed 07162013#page2.tif  
source=IPSA\_Executed 07162013#page3.tif  
source=IPSA\_Executed 07162013#page4.tif  
source=IPSA\_Executed 07162013#page5.tif  
source=IPSA\_Executed 07162013#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 16, 2013 by and between SQUARE 1 BANK ("*Bank*") and CALAMP WIRELESS DATA SYSTEMS, INC., a Delaware corporation ("*Grantor*").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, CalAmp Corp., CalAmp Wireless Networks Corporation and Grantor dated December 22, 2009, as amended from time to time (and, as amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to 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, to secure the performance of its Obligations Grantor hereby agrees as follows:

### AGREEMENT

To secure the performance of all of its Obligations, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (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 (collectively, "Intellectual Property Collateral").

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 owned by Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. This Intellectual Property Security Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Intellectual Property Security Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

This Intellectual Property Security Agreement may not be modified or amended, nor may any rights hereunder be waived, except in writing signed by the parties hereto.

**SIGNATURE PAGE FOLLOWS**

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.

Grantor:

CALAMP WIRELESS DATA SYSTEMS, INC.

By Richard Vitelle  
Name Richard Vitelle  
Title Treasurer

Address of Grantor:

1401 N. Rice Avenue  
Oxnard, CA 93030

Bank:

SQUARE 1 BANK

By Mike Guffin  
Name MIKE GUFFIN  
Title VP

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

*[Signature Page—Intellectual Property Security Agreement (Parent)]*

EXHIBIT A  
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration OR Serial Number</u>	<u>Registration OR Filing Date</u>
ARTICLE TRACKING DEVICE	6509867	01/21/03
METHOD AND APPARATUS TO DETERMINE A MOBILE USER'S LOCATION IN A WIRELESS COMMUNICATION NETWORK	6788945	09/07/04
METHOD AND APPARATUS FOR PROVIDING INFORMATION PERTAINING TO VEHICLES LOCATED ALONG A PREDETERMINED TRAVEL ROUTE	6832153	12/14/04
TIME-SENSITIVE ARTICLE TRACKING DEVICE	6850839	02/01/05
VEHICLE PASSIVE ALERT SYSTEM AND METHOD	7065445	06/20/06
METHOD AND SYSTEM FOR TRACKED DEVICE LOCATION AND ROUTE ADHERENCE VIA GEOFENCING	7164986	01/16/07
METHOD AND SYSTEM FOR TRACKING MOBILE TELEMETRY DEVICES	7460871	12/02/08
COMMUNICATION CONTROL DEVICE	D474753	05/20/03

EXHIBIT C  
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SKYGUARD	85500377	12/20/11
VCONNECT	4276304	01/15/13
TECHCONNECT	4010864	08/16/11
WIRELESS MATRIX	4235650	11/06/12
TECHDIRECT	3880971	11/23/10
TECHCONNECT	3924482	03/01/11
FLEETOUTLOOK	3408799	04/08/08