

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
WEATHER DECISION TECHNOLOGIES, INC.		09/27/2013	CORPORATION: OKLAHOMA

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: 19

Property Type	Number	Word Mark
Serial Number:	85562539	HAILMAP
Serial Number:	85394267	WEATHEROPS
Serial Number:	85405088	POLARIS
Serial Number:	85273023	RADARSCOPE
Serial Number:	85247344	WEATHER DECISION TECHNOLOGIES
Serial Number:	85213768	WEATHER AS A SERVICE
Serial Number:	85213762	WAAS
Serial Number:	85118911	SMART CACHING
Serial Number:	85247572	WDT
Serial Number:	85247356	WDT
Serial Number:	85227876	
Serial Number:	85226747	CHASERTV
Serial Number:	78492189	SNOWEXPRESS

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Serial Number:	77540605	NOTUS
Serial Number:	77489944	IMAPWEATHER
Serial Number:	77489923	IMAP WEATHER
Serial Number:	77439076	IMAP
Serial Number:	77193541	CLEARPOINT HIGH DEFINITION WEATHER
Serial Number:	77119507	CLEARPOINT

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: 9193143086
Email: loandocsdept@square1bank.com
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-tkf/
Date:	10/01/2013

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 27, 2013 by and between SQUARE 1 BANK ("Bank") and WEATHER DECISION TECHNOLOGIES, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and WEATHER DECISIONS, INC. dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon 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.

B. 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, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (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.

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 in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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

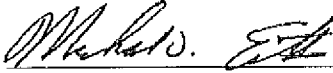
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

201 David L. Boren Blvd.
Norman, OK 73072
Attn: D. Kirk Whitener - Chief Financial Officer

WEATHER DECISION TECHNOLOGIES, INC.

By: 
Title: President

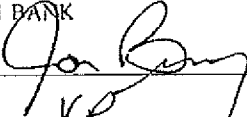
Address of Bank:

406 Blackwell Street, Suite 240
Crowe Building
Durham, NC 27701

Attn: Manager

BANK:

SQUARE 1 BANK

By: 
Title: VP

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{Signature Page to Intellectual Property Security Agreement}

TRADEMARK
REEL: 005122 FRAME: 0754

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None registered

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>Issue/File Date</u>
Integrated weather display and travel and navigation decision system	7898438	3/1/11
Multimedia alerting	8519860	8/27/13
Multimedia alerting	13082236	4/7/11
Method and apparatus for advanced prediction of changes in a global weather forecast	10455269	6/4/03

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
HAILMAP	85562539	3/7/12
WEATHERDROPS	85394267	8/10/11
POLARIS	85405088	8/23/11
RADARSCOPE	85273023	3/22/11
WEATHER DECISION TECHNOLOGIES	85247344	2/21/11
WEATHER AS A SERVICE	85213768	1/10/11
WAAS	85213762	1/10/11
SMART CACHING	85118911	8/30/10
WDT	85247572	2/21/11
WDT	85247356	2/21/11
Design	85227876	1/27/11
CHASERTV	85226747	1/26/11
SnowExpress	78492189	9/30/04
NOTUS	77540605	8/6/08
IMAPWEATHER	77489944	6/3/08
IMAP WEATHER	77489923	6/3/08
IMAP	77439076	4/3/08
CLEARPOINT HIGH DEFINITION WEATHER	77193541	5/30/07
CLEARPOINT	77119507	3/1/07

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