

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
PRAIRIE FIRE CAPITAL, LLC		12/17/2013	LIMITED LIABILITY COMPANY:
PTOLEMY CAPITAL, LLC		12/17/2013	LIMITED LIABILITY COMPANY:
GARMARK PARTNERS II, L.P. C/O GARMARK ADVISORS II L.L.C.		12/17/2013	LIMITED PARTNERSHIP:
JHW GREENTREE CAPITAL, L.P.		12/17/2013	LIMITED PARTNERSHIP:
John W Blackburn		12/17/2013	INDIVIDUAL:
Nathan A Horvath		12/17/2013	INDIVIDUAL:
Brian C Malkerson		12/17/2013	INDIVIDUAL:
THE MICHAEL AND KAREN STONE FAMILY FOUNDATION, INC.		12/17/2013	FOUNDATION:
CASTLEMAN FAMILY FOUNDATION		12/17/2013	FOUNDATION:
RECEIVING PARTY DATA			
Name:	SATELLITE TRACKING OF PEOPLE, LLC		
Street Address:	1212 N Post Oak Road, Suite 100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77055		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3640136	TRACK THE BODY, NOT THE BOX.	
Registration Number:	2948635	VERITRACKS	
Registration Number:	3169898	BLUTAG	
Registration Number:	3379642	BLUBOX	

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Registration Number:	3599294	LIVE~LIVE
Registration Number:	3603670	BLUSCAN
Registration Number:	3446976	BLUHOME
Registration Number:	3072326	SATELLITE TRACKING OF PEOPLE
Registration Number:	3641330	BLUBAND
Registration Number:	3898080	STALKER ALERT
Registration Number:	3821192	REMOVING THE ANONYMITY OF CRIME
Registration Number:	2765152	VERITRACKS

CORRESPONDENCE DATA

Fax Number: 3026585614

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

Email: trademarks@novakdruce.com,
christina.hillson@novakdruce.com, breanne.staley-
ashe@novakdruce.com

Correspondent Name: Christina M. Hillson, Esq.

Address Line 1: P.O. Box 2207

Address Line 4: Wilmington, DELAWARE 19899

ATTORNEY DOCKET NUMBER:	32238-00001
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NAME OF SUBMITTER:	Christina M. Hillson, Esq.
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Signature:	/cmh/
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Date:	12/18/2013
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE

This TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE (this “Release”), dated December 17, 2013, is made by Satellite Tracking of People LLC, a Delaware limited liability company (the “Company”), in favor of the purchasers (collectively, the “Secured Parties” and each, a “Secured Party”) of senior secured notes under the Purchase Agreement (as defined below), represented by Prairie Fire Capital, LLC (“Collateral Agent”), as Collateral Agent (as defined in the Security Agreement).

WITNESSETH

WHEREAS, pursuant to that certain Securities Purchase Agreement dated March 12, 2010 (the “Purchase Agreement”), among the Company and the Secured Parties, the Secured Parties agreed to purchase the Notes (as defined in the Security Agreement);

WHEREAS, the purchase of the Notes was conditioned upon the delivery to the Secured Parties of that certain Security Agreement dated March 12, 2010 (the “Security Agreement”); and

WHEREAS, as a condition precedent to the Purchase Agreement, the Company executed and delivered to the Secured Parties a Trademark Security Agreement dated March 12, 2010 (the “Trademark Security Agreement”) and granted to the Secured Parties a continuing security interest in all of the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 19, 2010, at Reel 004188 / Frames 0313-0319;

WHEREAS, the Company’s liabilities have been paid in full, and all commitments have been terminated; and

WHEREAS, the Secured Parties have terminated the Security Agreement and have agreed to terminate and release all of their security interests in the Trademark Collateral, which the Company had previously granted to the Secured Parties, which among other things, provided that (a) the Company’s obligations under the Trademark Security Agreement have terminated; and (b) all liens and security interests securing the Company’s obligations are fully released without further action.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the parties hereby agree as follows:

1. Incorporation of Prior Agreements. All terms capitalized but not otherwise defined herein shall have the same meanings set forth in the Trademark Security Agreement.

2. Release of Security Interests. The Secured Parties hereby terminate and release all of their security interests in the Trademark Collateral, including but not limited to, the following:
 - a. all Trademarks, including all registrations and applications for Trademarks listed on Schedule I attached hereto; and
 - b. all proceeds and products of the foregoing, including any claim by the Company against third parties for past, present or future infringement of any Trademark.
3. Further Assurances. Each Secured Party agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or requested by the Company to effect the release of the security interests contemplated hereby.
4. This release shall be binding on each Secured Party's legal representatives, assigns, and successors.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has duly executed this Release as of the above-referenced date.

PRAIRIE FIRE CAPITAL, LLC,
as Collateral Agent

By: 

Name: Nathan A. Harvath

Title: Manager

SCHEDULE I

SCHEDULE - 1

<u>Trademark/Application No.</u>	<u>Trademark</u>	<u>Status</u>
3,640,136	"Track the Body, Not the Box"	Registration Issued 6/16/2009
2,948,635	"VERITRACKS"	Registration Issued 5/10/2005
3,169,898	"BluTag"	Registration Issued 11/7/2006
3,240,512	"CELLTAG"	Registration Issued 5/8/2007
3,379,642	"BLUBOX"	Registration Issued 2/5/2008
3,599,294	"LIVE-LIVE"	Registration Issued 3/31/2009
3,603,670	"BLUSCAN"	Registration Issued 4/7/2009
3,446,976	"BLUHOME"	Registration Issued 6/10/2008
3,072,326	"Satellite Tracking of People"	Registration Issued 3/21/2006 – Supplemental Register
3,641,330	"BLUBAND"	Registration Issued 6/16/2009
77/921,686	"STALKER ALERT"	Application filed 1/27/2010
77/784,637	"BLUFONE"	Application filed 5/21/2008
77/885,219	"Removing the Anonymity of Crime"	Application filed 12/3/2009
2,765,152	"VERITRACKS"	Registration Issued 9/18/2003