

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TotalTrax, Inc.		12/04/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Enhanced Credit Supported Loan Fund, LP		
Street Address:	601 Lexington Avenue, 55th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3379401	EQUIPMANAGER	
Registration Number:	3603592	FLEETCONTROL	
Registration Number:	3427703	STARTMANAGER	
Registration Number:	3606384	EQUIPCOMMAND	
Registration Number:	2124195	DATARANGER	
Registration Number:	3507883	SKAN-FREE	
Registration Number:	3519573	TOTAL-TRAX	
Registration Number:	3466886	OPS MAN	
Registration Number:	3466874	SKY-MARX	
Registration Number:	3461873	RUSH TRACKING SYSTEMS	
Registration Number:	3461869	VISIBLEDGE	
CORRESPONDENCE DATA			
Fax Number:	2054885891		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2052263404		
Email:	ppsmith@balch.com		
Correspondent Name:	Pamela Payne Smith, Balch & Bingham LLP		
Address Line 1:	1901 Sixth Ave N, Ste 1500		
Address Line 4:	Birmingham, ALABAMA 35203		

OP \$290.00 3379401

TRADEMARK

NAME OF SUBMITTER:	Pamela Payne Smith
SIGNATURE:	/ppsmith/
DATE SIGNED:	06/03/2014
Total Attachments: 31 source=TotalTrax Security Agreement#page1.tif source=TotalTrax Security Agreement#page2.tif source=TotalTrax Security Agreement#page3.tif source=TotalTrax Security Agreement#page4.tif source=TotalTrax Security Agreement#page5.tif source=TotalTrax Security Agreement#page6.tif source=TotalTrax Security Agreement#page7.tif source=TotalTrax Security Agreement#page8.tif source=TotalTrax Security Agreement#page9.tif source=TotalTrax Security Agreement#page10.tif source=TotalTrax Security Agreement#page11.tif source=TotalTrax Security Agreement#page12.tif source=TotalTrax Security Agreement#page13.tif source=TotalTrax Security Agreement#page14.tif source=TotalTrax Security Agreement#page15.tif source=TotalTrax Security Agreement#page16.tif source=TotalTrax Security Agreement#page17.tif source=TotalTrax Security Agreement#page18.tif source=TotalTrax Security Agreement#page19.tif source=TotalTrax Security Agreement#page20.tif source=TotalTrax Security Agreement#page21.tif source=TotalTrax Security Agreement#page22.tif source=TotalTrax Security Agreement#page23.tif source=TotalTrax Security Agreement#page24.tif source=TotalTrax Security Agreement#page25.tif source=TotalTrax Security Agreement#page26.tif source=TotalTrax Security Agreement#page27.tif source=TotalTrax Security Agreement#page28.tif source=TotalTrax Security Agreement#page29.tif source=TotalTrax Security Agreement#page30.tif source=TotalTrax Security Agreement#page31.tif	

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (as may be amended, this "Agreement") is executed and delivered as of the 4th day of December, 2013 by **TOTALTRAX, INC.**, a Delaware corporation (the "Debtor") to and for the benefit of **ENHANCED CREDIT SUPPORTED LOAN FUND, LP**, a Delaware limited partnership, as Administrative Agent (as defined in the Purchase Agreement) (referred to as the "Secured Party").

WHEREAS, the Debtor has entered into a Note Purchase Agreement dated of even date herewith (as amended and in effect from time to time, the "Purchase Agreement"), with the Secured Party, and the other Purchasers a party thereto (as defined therein) pursuant to which the Secured Party, subject to the terms and conditions contained therein, is to purchase that certain promissory note in the principal amount of \$5,000,000.00 (the "Note");

WHEREAS, it is a condition precedent to the Secured Party's purchase of the Note from the Debtor under the Purchase Agreement that the Debtor execute and deliver to the Secured Party a security agreement in substantially the form hereof; and

WHEREAS, the Debtor wishes to grant a security interest in favor of the Secured Party as herein provided;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby represents, warrants, and covenants to Secured Party as follows:

SECTION 1. Definitions. All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Purchase Agreement.

1.1. "State" means the state of New York. All terms defined in the Uniform Commercial Code of the State and used herein shall have the same definitions herein as specified therein. However, if a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9.

1.2. "Obligations" means all of the indebtedness, obligations and liabilities of the Debtor to the Secured Party, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Purchase Agreement, the Note, any promissory notes or other instruments or agreements executed and delivered pursuant thereto or in connection therewith or this Agreement, and the term "Event of Default," as used herein means the failure of the Debtor to pay or perform any of the Obligations as and when due to be paid or performed under the terms of the Purchase Agreement.

1.3. "Security Documents" means (i) this Agreement, (ii) the Purchase Agreement and all Schedules and Exhibits attached thereto, and (iii) the Note issued pursuant to the Purchase Agreement.

SECTION 2. Grant of Security Interest. The Debtor hereby grants to the Secured Party, to secure the payment and performance in full of all of the Obligations, a security interest in and so pledges and assigns to the Secured Party the following properties, assets and rights of the Debtor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "Collateral"):

(a) all personal and fixture property of every kind and nature including without limitation all goods (including inventory and equipment), instruments (including promissory notes), documents, accounts and account receivables, chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contracts, contract rights or rights to the payment of money, insurance claims and proceeds, books, records and all general intangibles (including all payment intangibles);

(b) all trademarks, trademark registrations, tradenames, trademark applications, patents, patent applications, copyrights, trade secrets, all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, owned, held or used by Debtor in whole or in part, and all other intellectual property of Debtor, except for "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce or the recording a statement of use with the United States Patent and Trademark Office, or otherwise to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law, including, without limitation, the registered United States trademarks, issued United States patents, United States trademark applications, and United States patent applications (as applicable) listed on Schedule A attached hereto and made a part hereof (as the same may be amended or supplemented pursuant hereto from time to time), and (i) any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the inventions disclosed therein, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto and throughout the world, including the right to make, use, lease, sell and otherwise transfer the inventions disclosed therein, subject to any rights granted with respect thereto (all of the foregoing trademarks, trademark registrations, tradenames, trademark applications, patents and patent applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to collectively as the "Patents and Trademarks");

(c) the good will of Debtor's business connected with and symbolized by the Patents and Trademarks; and

(d) all proceeds of the foregoing.

The Secured Party acknowledges that the attachment of its security interest in any additional commercial tort claim as original collateral is subject to the Debtor's compliance with Section 4.7.

SECTION 3. Authorization to File Financing Statements. The Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of the Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State, or such other jurisdiction, for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Debtor is an organization, the type of organization and any organizational identification number issued to the Debtor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Debtor agrees to furnish any such information to the Secured Party promptly upon the Secured Party's request. The Debtor also ratifies its authorization for the Secured Party to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

SECTION 4. Other Actions. To further the attachment, perfection and first priority of (subject only to Permitted Encumbrances), and the ability of the Secured Party to enforce, the Secured Party's security interest in the Collateral, and without limitation on the Debtor's other obligations in this Agreement, the Debtor agrees, in each case at the Debtor's expense, to take the following actions with respect to the following Collateral:

4.1. Promissory Note and Tangible Chattel Paper. If the Debtor shall at any time hold or acquire any promissory notes or tangible chattel paper, the Debtor shall forthwith endorse, assign and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify.

4.2. Deposit Accounts. For each deposit account that the Debtor at any time opens or maintains, the Debtor shall, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (a) cause the depository bank to comply at any time with instructions from the Secured Party to such depository bank directing the disposition of funds from time to time credited to such deposit account, without further consent of the Debtor, or (b) arrange for the Secured Party to become the customer of the depository bank with respect to the deposit account, with the Debtor being permitted, only with the consent of the Secured Party, to exercise rights to withdraw funds from such deposit account. The provisions of this paragraph shall not apply to (i) any deposit account for which the Debtor, the depository bank and the Secured Party have entered into a cash collateral agreement specially negotiated among the Debtor, the depository bank and the Secured Party for the specific purpose set forth therein, (ii) a deposit account for which the Secured Party is the depository bank and is

in automatic control, and (iii) deposit accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of the Debtor's salaried employees.

4.3. Investment Property. If the Debtor shall at any time hold or acquire any certificated securities, the Debtor shall forthwith endorse, assign and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify. If any securities now or hereafter acquired by the Debtor are uncertificated and are issued to the Debtor or its nominee directly by the issuer thereof, the Debtor shall immediately notify the Secured Party thereof and, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (a) cause the issuer to agree to comply with instructions from the Secured Party as to such securities, without further consent of the Debtor or such nominee, or (b) arrange for the Secured Party to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by the Debtor are held by the Debtor or its nominee through a securities intermediary or commodity intermediary, the Debtor shall immediately notify the Secured Party thereof and, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (i) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply with entitlement orders or other instructions from the Secured Party to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Secured Party to such commodity intermediary, in each case without further consent of the Debtor or such nominee, or (ii) in the case of financial assets or other investment property held through a securities intermediary, arrange for the Secured Party to become the entitlement holder with respect to such investment property, with the Debtor being permitted, only with the consent of the Secured Party, to exercise rights to withdraw or otherwise deal with such investment property. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Secured Party is the securities intermediary. In addition, notwithstanding the foregoing, the Debtor shall not be required to deliver the certificated securities it holds that evidence the Debtor's approximately eleven percent (11%) equity ownership in TDC Acquisition Holdings, Inc. (dba Time Domain Corporation).

4.4. Collateral in the Possession of a Bailee. If any Collateral is at any time in the possession of a bailee, the Debtor shall promptly notify the Secured Party thereof and, at the Secured Party's request and option, shall promptly obtain an acknowledgement from the bailee, in form and substance satisfactory to the Secured Party, that the bailee holds such Collateral for the benefit of the Secured Party, and that such bailee agrees to comply, without further consent of the Debtor, with instructions from the Secured Party as to such Collateral.

4.5. Electronic Chattel Paper and Transferable Records. If the Debtor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record," as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, the Debtor shall promptly notify the Secured Party thereof and, at the request and option of the Secured Party, shall take such action as the Secured Party may

reasonably request to vest in the Secured Party control, under Section 9-105 of the Uniform Commercial Code, of such electronic chattel paper or control under Section 201 of the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions act, as so in effect in such jurisdiction, of such transferable record.

4.6. Letter of Credit Rights. If the Debtor is at any time a beneficiary under a letter of credit, the Debtor shall promptly notify the Secured Party thereof and, at the request and option of the Secured Party, the Debtor shall, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (i) arrange for the issuer and any confirmer or other nominated person of such letter of credit to consent to an assignment to the Secured Party of the proceeds of the letter of credit, or (ii) arrange for the Secured Party to become the transferee beneficiary of the letter of credit, with the Secured Party agreeing, in each case, that the proceeds of the letter of credit are to be applied as provided in the Note issued pursuant to the Purchase Agreement.

4.7. Commercial Tort Claims. If the Debtor shall at any time hold or acquire a commercial tort claim, the Debtor shall immediately notify the Secured Party in a writing signed by the Debtor of the particulars thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

4.8. Other Actions as to Any and All Collateral. The Debtor further agrees, at the request and option of the Secured Party, to take any and all other actions the Secured Party may determine to be necessary or useful for the attachment, perfection and first priority of (subject only to Permitted Encumbrances), and the ability of the Secured Party to enforce, the Secured Party's security interest in any and all of the Collateral, including, without limitation, (a) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the Uniform Commercial Code, to the extent, if any, that the Debtor's signature thereon is required therefor, (b) causing the Secured Party's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral, (c) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral, (d) obtaining governmental and other third-party waivers, consents and approvals in form and substance satisfactory to Secured Party, including, without limitation, any consent of any licensor, lessor or other person obligated on Collateral, (e) obtaining waivers from mortgagees and landlords in form and substance satisfactory to the Secured Party and (f) taking all actions under any earlier versions of the Uniform Commercial Code or under any other law, as reasonably determined by the Secured Party to be applicable in any relevant Uniform Commercial Code or other jurisdiction including any foreign jurisdiction.

SECTION 5. Representations and Warranties Concerning Debtor's Legal Status.
The Debtor has previously delivered to the Secured Party a certificate signed by the Debtor and

entitled "Perfection Certificate" (the "Perfection Certificate"). The Debtor represents and warrants to the Secured Party as follows: (a) the Debtor's exact legal name is that indicated on the Perfection Certificate and on the signature page hereof, (b) the Debtor is an organization of the type, and is organized in the jurisdiction set forth in the Perfection Certificate, (c) the Perfection Certificate accurately sets forth the Debtor's organizational identification number or accurately states that the Debtor has none, (d) the Perfection Certificate accurately sets forth the Debtor's place of business or, if more than one, its chief executive office, as well as the Debtor's mailing address, if different, (e) all other information set forth on the Perfection Certificate pertaining to the Debtor is accurate and complete, and (f) that there has been no change in any information provided in the Perfection Certificate since the date on which it was executed by the Debtor.

SECTION 6. Covenants Concerning Debtor's Legal Status. The Debtor covenants with the Secured Party as follows: (a) without providing at least 30 days prior written notice to the Secured Party, the Debtor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if the Debtor does not have an organizational identification number and later obtains one, the Debtor shall forthwith notify the Secured Party of such organizational identification number, and (c) the Debtor will not change its type of organization, jurisdiction of organization or other legal structure.

SECTION 7. Representations and Warranties Concerning Collateral, etc. The Debtor further represents and warrants to the Secured Party as follows: (a) the Debtor is the owner of the Collateral, free from any right or claim or any person or any adverse lien, security interest or other encumbrance, except for the security interest created by this Agreement and other items permitted by the Purchase Agreement, (b) none of the Collateral constitutes, or is the proceeds of, "farm products" as defined in Section 9-102(a)(34) of the Uniform Commercial Code of the State, (c) none of the account debtors or other persons obligated on any of the Collateral is a governmental authority covered by the Federal Assignment of Claims Act or like federal, state or local statute or rule in respect of such Collateral, (d) the Debtor holds no commercial tort claim except as indicated on the Perfection Certificate, (e) all other information set forth on the Perfection Certificate pertaining to the Collateral is accurate and complete, and (f) that there has been no change in any information provided in the Perfection Certificate since the date on which it was executed by the Debtor.

SECTION 8. Covenants Concerning Collateral, etc. The Debtor further covenants with the Secured Party as follows: (a) the Collateral, to the extent not delivered to the Secured Party pursuant to Section 4, or shipped in the ordinary course of business, will be kept at those locations listed on the Perfection Certificate and the Debtor will not remove the Collateral from such locations, without providing at least thirty days prior written notice to the Secured Party, (b) except for the security interest herein granted and liens permitted by the Purchase Agreement, the Debtor shall be the owner of the Collateral free from any right or claim of any other person, lien, security interest or other encumbrance, and the Debtor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Secured Party, (c) the Debtor shall not pledge, mortgage or create, or suffer to exist any right of any person in or claim by any person to the Collateral, or any security interest, lien or

encumbrance in the Collateral in favor of any person, other than the Secured Party except for liens permitted by the Purchase Agreement, (d) the Debtor will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon, (e) the Debtor will permit the Secured Party, or its designee, to inspect the Collateral at any reasonable time, wherever located, (f) the Debtor will pay promptly when due all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Agreement, (g) the Debtor will continue to operate, its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances, and (h) the Debtor will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein except for (i) sales and leases of inventory and licenses of general intangibles in the ordinary course of business, (ii) so long as no Event of Default has occurred and is continuing, sales or other dispositions of obsolescent items of equipment consistent with past practices, and (iii) any sale of Debtor's equity ownership in TDC Acquisition Holdings, Inc.

SECTION 9. Insurance.

9.1. Maintenance of Insurance. The Debtor will maintain with financially sound and reputable insurers insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas. Such insurance shall be in such minimum amounts that the Debtor will not be deemed a co-insurer under applicable insurance laws, regulations and policies and otherwise shall be in such amounts, contain such terms, be in such forms and be for such periods as may be reasonably satisfactory to the Secured Party. In addition, all such insurance shall be payable to the Secured Party as loss payee under a "standard" or "New York" loss payee clause. Without limiting the foregoing, the Debtor will (i) keep all of its physical property insured with casualty or physical hazard insurance on an "all risks" basis, with electronic data processing coverage, with a full replacement cost endorsement and an "agreed amount" clause in an amount equal to 100% of the full replacement cost of such property, (ii) maintain all such workers' compensation or similar insurance as may be required by law, and (iii) maintain, in amounts and with deductibles equal to those generally maintained by businesses engaged in similar activities in similar geographic areas, general public liability insurance against claims of bodily injury, death or property damage occurring, on, in or about the properties of the Debtor; business interruption insurance; and product liability insurance.

9.2. Insurance Proceeds. The proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall, subject to the rights, if any, of other parties with an interest having priority in the property covered thereby, (i) so long as no Event of Default has occurred and is continuing and to the extent that the amount of such proceeds is less than \$20,000, be disbursed to the Debtor for direct application by the Debtor solely to the repair or replacement of the Debtor's property so damaged or destroyed, and (ii) in all other circumstances, be held by the Secured Party as cash collateral for the Obligations. The Secured Party may, at its sole option, disburse from time to time all or any part of such proceeds so held as cash collateral, upon such terms and conditions as the Secured Party may reasonably

prescribe, for direct application by the Debtor solely to the repair or replacement of the Debtor's property so damaged or destroyed, or the Secured Party may apply all or any part of such proceeds to the Obligations.

9.3. Continuation of Insurance. All policies of insurance shall provide for at least 30 days prior written cancellation notice to the Secured Party. In the event of failure by the Debtor to provide and maintain insurance as herein provided, the Secured Party may, at its option, provide such insurance and charge the amount thereof to the Debtor. The Debtor shall furnish the Secured Party with certificates of insurance and policies evidencing compliance with the foregoing insurance provision.

SECTION 10. Collateral Protection Expenses; Preservation of Collateral.

10.1. Expenses Incurred by Secured Party. In the Secured Party's discretion, if the Debtor fails to do so, the Secured Party may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral, maintain any of the Collateral, make repairs thereto and pay any necessary filing fees or insurance premiums. The Debtor agrees to reimburse the Secured Party on demand for all expenditures so made. The Secured Party shall have no obligation to the Debtor to make any such expenditures, nor shall the making thereof be construed as the waiver or cure of any Event of Default.

10.2. Secured Party's Obligations and Duties. Anything herein to the contrary notwithstanding, the Debtor shall remain obligated and liable under each contract or agreement comprised in the Collateral to be observed or performed by the Debtor thereunder. The Secured Party shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Secured Party of any payment relating to any of the Collateral, nor shall the Secured Party be obligated in any manner to perform any of the obligations of the Debtor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Secured Party in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Secured Party or to which the Secured Party may be entitled at any time or times. The Secured Party's sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Uniform Commercial Code of the State or otherwise, shall be to deal with such Collateral in the same manner as the Secured Party deals with similar property for its own account.

SECTION 11. Securities and Deposits. The Secured Party may at any time, at its option, transfer to itself or any nominee any securities constituting Collateral, receive any income thereon and hold such income as additional Collateral or apply it to the Obligations. Whether or not any Obligations are due, the Secured Party may following and during the continuance of an Event of Default demand, sue for, collect, or make any settlement or compromise which it deems desirable with respect to the Collateral. Regardless of the adequacy of Collateral or any other security for the Obligations, any deposits or other sums at any time

credited by or due from the Secured Party to the Debtor may at any time be applied to or set off against any of the Obligations.

SECTION 12. Notification to Account Debtors and Other Persons Obligated on Collateral. If an Event of Default shall have occurred and be continuing, the Debtor shall, at the request and option of the Secured Party, notify account debtors and other persons obligated on any of the Collateral of the security interest of the Secured Party in any account, chattel paper, general intangible, instrument or other Collateral and that payment thereof is to be made directly to the Secured Party or to any financial institution designated by the Secured Party as the Secured Party's agent therefor, and the Secured Party may itself, if an Event of Default shall have occurred and be continuing, without notice to or demand upon the Debtor, so notify account debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, the Debtor shall hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Debtor as trustee for the Secured Party without commingling the same with other funds of the Debtor and shall turn the same over to the Secured Party in the identical form received, together with any necessary endorsements or assignments. The Secured Party shall apply the proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Secured Party to the Obligations, such proceeds to be immediately credited after final payment in cash or other immediately available funds of the items giving rise to them.

SECTION 13. Power of Attorney.

13.1. Appointment and Powers of Secured Party. The Debtor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Debtor or in the Secured Party's own name, for the limited purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, to do the following:

(a) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Collateral in such manner as is consistent with the Uniform Commercial Code of the State and as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary or useful to protect, preserve or realize upon the Collateral and the Secured Party's security interest therein, in order to effect the intent of this Agreement, all at least as fully and effectively as the Debtor might do, including, without limitation, (i) upon written notice to the Debtor, the exercise of voting rights with respect to voting securities, which rights may be exercised, if the Secured Party so elects, with a view to causing the liquidation of assets of the issuer of any such securities, and (ii) the execution, delivery and recording, in connection with any sale or other disposition of any

Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral; and

(b) to the extent that the Debtor's authorization given in Section 3 is not sufficient, to file such financing statements with respect hereto, with or without the Debtor's signature, or a photocopy of this Agreement in substitution for a financing statement, as the Secured Party may deem appropriate and to execute in the Debtor's name such financing statements and amendments thereto and continuation statements which may require the Debtor's signature.

13.2. Ratification by Debtor. To the extent permitted by law, the Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable.

13.3. No Duty on Secured Party. The powers conferred on the Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Debtor for any act or failure to act, except for the Secured Party's own gross negligence or willful misconduct.

SECTION 14. Rights and Remedies. If an Event of Default shall have occurred and be continuing, the Secured Party, without any other notice to or demand upon the Debtor have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code of the State and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose the Secured Party may, so far as the Debtor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Secured Party may in its discretion require the Debtor to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of the Debtor's principal office(s) or at such other locations as the Secured Party may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party shall give to the Debtor at least five Business Days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Debtor hereby acknowledges that five Business Days prior written notice of such sale or sales shall be reasonable notice. In addition, the Debtor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Secured Party's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

SECTION 15. Standards for Exercising Rights and Remedies. To the extent that applicable law imposes duties on the Secured Party to exercise remedies in a commercially reasonable manner, the Debtor acknowledges and agrees that it is not commercially unreasonable

for the Secured Party (a) to fail to incur expenses reasonably deemed significant by the Secured Party to prepare Collateral for disposition or otherwise to fail to complete raw material or work in process into finished goods or other finished products for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to fail to remove liens or encumbrances on or any adverse claims against Collateral (except for those permitted by the Purchase Agreement), (d) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, whether or not in the same business as the Debtor, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure the Secured Party against risks of loss, collection or disposition of Collateral or to provide to the Secured Party a guaranteed return from the collection or disposition of Collateral, or (l) to the extent deemed appropriate by the Secured Party, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Secured Party in the collection or disposition of any of the Collateral. The Debtor acknowledges that the purpose of this Section 15 is to provide non-exhaustive indications of what actions or omissions by the Secured Party would fulfill the Secured Party's duties under the Uniform Commercial Code or other law of the State or any other relevant jurisdiction in the Secured Party's exercise of remedies against the Collateral and that other actions or omissions by the Secured Party shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this Section 15. Without limitation upon the foregoing, nothing contained in this Section 15 shall be construed to grant any rights to the Debtor or to impose any duties on the Secured Party that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 15.

SECTION 16. No Waiver by Secured Party, etc. The Secured Party shall not be deemed to have waived any of its rights or remedies in respect of the Obligations or the Collateral unless such waiver shall be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of the Secured Party with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Secured Party deems expedient.

SECTION 17. Suretyship Waivers by Debtor. The Debtor waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Collateral, the Debtor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party shall have no duty as to the collection or protection of the Collateral or any income therefrom, the preservation of rights against prior parties, or the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in Section 10.2. The Debtor further waives any and all other suretyship defenses.

SECTION 18. Marshalling. The Secured Party shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, the Debtor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Party's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Debtor hereby irrevocably waives the benefits of all such laws.

SECTION 19. Proceeds of Dispositions; Expenses. The Debtor shall pay to the Secured Party on demand any and all out-of-pocket expenses incurred by Secured Party, including reasonable attorneys' fees and disbursements, incurred or paid by the Secured Party in protecting, preserving or enforcing the Secured Party's rights and remedies under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale or other disposition of the Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as the Secured Party may determine, proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the Uniform Commercial Code of the State, any excess shall be returned to the Debtor. In the absence of final payment and satisfaction in full of all of the Obligations, the Debtor shall remain liable for any deficiency.

SECTION 20. Overdue Amounts. Until paid, all amounts due and payable by the Debtor hereunder shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Purchase Agreement.

SECTION 21. Governing Law. THIS AGREEMENT AND ALL OTHER TRANSACTION DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 22. Submission to Jurisdiction; Waiver of Venue and Service of Process.

22.1 Submission to Jurisdiction. Debtor hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of the State of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment pursuant to any such action or proceeding, and each such party hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State, or to the extent permitted by law, in such Federal court. Debtor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that Secured Party may otherwise have to bring any action or proceeding against Debtor or its properties in the courts of any jurisdiction.

22.2 Waiver of Venue. Debtor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, (i) any objection it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (a) of this Section and (ii) the defense of an inconvenient forum to the maintenance of such action or proceeding.

22.3 Service of Process. Debtor consent to the service of process in the manner provided for notice in Section 6.4 of the Purchase Agreement. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

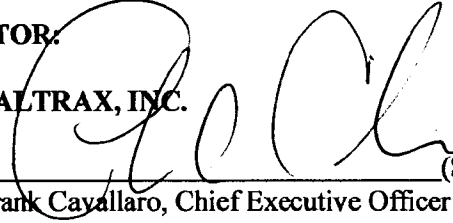
SECTION 23. Waiver of Jury Trial. DEBTOR HERETO WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN DEBTOR AND SECURED PARTY ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN DEBTOR AND SECURED PARTY IN CONNECTION WITH THIS AGREEMENT.

SECTION 24. Miscellaneous. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Debtor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Debtor acknowledges receipt of a copy of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the Debtor has caused this Agreement to be duly executed as of the date first above written.

DEBTOR:

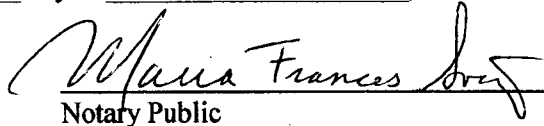
TOTALTRAX, INC.

By:  (SEAL)
Frank Cavallaro, Chief Executive Officer

State of Massachusetts)
) ss.
County of Essex)

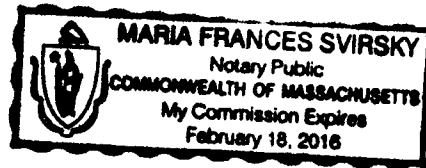
On the 27th day of November in the year 2013 before me, the undersigned, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Given under my hand this the 27th day of November, 2013.


Notary Public

[NOTARIAL SEAL]

My commission expires: February 18, 2016



Schedule A

Patents and Trademarks

PATENTS

Title	Patent No.	Issue Date
METHOD AND APPARATUS FOR DETERMINING POSITION AND ROTATIONAL ORIENTATION OF AN OBJECT	7,845,560	12/07/2010
METHOD AND APPARATUS FOR MANAGING AND CONTROLLING MANNED AND AUTOMATED UTILITY VEHICLES	8,381,982	2/26/2013
METHOD AND APPARATUS FOR DETERMINING POSITION AND ROTATIONAL ORIENTATION OF AN OBJECT	8,196,835	6/12/2012
OPTICAL POSITION MARKER APPARATUS	8,210,435	7/03/2012
METHOD AND APPARATUS FOR COLLISION AVOIDANCE	8,346,468	1/01/2013
LOAD TRACKING UTILIZING LOAD IDENTIFYING INDICIA AND SPATIAL DISCRIMINATION	8,561,897	10/22/2013
APPARATUS AND METHOD FOR ASSET TRACKING	8,565,913	10/22/2013
INFERENCEAL LOAD TRACKING	13/356,110	7/26/2012 <i>(Publication Date)</i>
METHOD AND APPARATUS OF MAPPING LANDMARK POSITION AND ORIENTATION	13/841,568	3/15/2013 <i>(Filing Date)</i>

Title	Patent No./ Application	Issue Date
SYSTEM AND METHOD FOR TRACKING INVENTORY	8,295,974	10/23/2012
SYSTEM AND METHOD FOR TRACKING INVENTORY	7,151,979	12/19/2006
SYSTEM AND METHOD FOR TRACKING INVENTORY	7,818,088	10/19/2010
SYSTEM AND METHOD FOR TRACKING INVENTORY	13/657,078	2/21/2013

TRADEMARKS

Mark	Reg. No.	Reg. Date
EQUIPMANAGER	3,379,401	2/5/2008
FLEETCONTROL	3,603,592	4/7/2009
STARTMANAGER	3,427,703	5/13/2008
EQUIPCOMMAND	3,606,384	4/14/2009
DATARANGER	2,124,195	12/23/1997
SKAN-FREE	3,507,883	9/30/2008
TOTAL-TRAX	3,519,573	10/21/2008
OPS MAN	3,466,886	7/15/2008
SKY-MARX	3,466,874	7/15/2008
RUSH TRACKING SYSTEMS	3,461,873	7/8/2008
VISIBLEEDGE	3,461,869	7/8/2008

**PERFECTION CERTIFICATE
(UCC Financing Statements)**

December 4, 2013

The undersigned, the Chief Executive Officer of **TOTALTRAX, INC.**, a Delaware corporation (the "Debtor"), hereby certifies, with reference to a certain Security Agreement dated as of December 4, 2013 (terms defined in such Security Agreement having the same meanings herein as specified therein), executed by the Debtor in favor of **ENHANCED CREDIT SUPPORTED LOAN FUND, LP** (collectively referred to as the "Secured Party"), to the Secured Party as follows:

1. Name. The exact legal name of the Debtor as that name appears on its Certificate of Incorporation is as follows:

TotalTrax, Inc.

2. Other Identifying Factors.

(a) The following is a mailing address for the Debtor:

500 Water Street,
Newport, DE 19804

(b) If different from its indicated mailing address, the Debtor's place of business or, if more than one, its chief executive office is located at the following address:

Not applicable.

(c) The following is the type of organization of the Debtor:

corporation

(d) The following is the jurisdiction of the Debtor's organization:

Delaware

(e) The following is the Debtor's state issued organizational identification number:

4748893

3. Other Names, etc.

(a) The following is a list of all other names (including fictitious names, d/b/a's, trade names or similar appellations) used by the Debtor, or any other business or organization to which the Debtor became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, now or at any time during the past five years:

Sky-Trax Incorporated and Rush Tracking Systems LLC. TotalTrax, Inc. was created in 2011 by merger of these two entities.

(b) Attached hereto as Schedule 3 is the information required in Section 2 for any other business or organization to which the Debtor became the successor by merger, consolidation, acquisition of assets, change in form, nature or jurisdiction of organization or otherwise, now or at any time during the past five years:

4. Other Current Locations.

(a) The following are all other locations in which the Debtor maintains any books or records relating to any of the Collateral consisting of accounts, instruments, chattel paper, general intangibles or mobile goods:

None.

(b) The following are all other places of business of the Debtor:

Address	County	State	Country
1220 Highway 16 South Graham, TX 76450			

(c) The following are all other locations where any of the Collateral consisting of inventory is located:

None.

(d) The following are the names and addresses of all persons or entities other than the Debtor, such as lessees, consignees, warehousemen or purchasers of chattel paper, which have possession or are intended to have possession of any of the Collateral consisting of instruments, chattel paper, inventory or equipment:

SVTRONICS INC
3465 Technology Drive
Plano, TX 75074

5. Prior Locations.

(a) Set forth below is the information required by Section 4 (a) or (b) with respect to each location or place of business previously maintained by the Debtor at any time during the past five years:

Address County State

98 Quigley Blvd.
New Castle, DE 19720

8527 Bluejacket Drive
Lenexa, KS 66214

(b) Set forth below is the information required by Section 4(c) or (d) with respect to each other location at which, or other person or entity with which, any of the Collateral consisting of inventory or equipment has been previously held at any time during the past twelve months:

None.

6. Parent/Subsidiaries of the Debtor.

(a) Set forth below is the legal name of each subsidiary and parent of the Debtor (A "parent" is an entity owning more than 50% of the outstanding capital stock of the Debtor. A "subsidiary" is an entity, 50% or more of the outstanding capital stock of which is owned by the Debtor.)

Not applicable

(b) Set for below is a list of the respective jurisdictions and dates of formation of the parent and each subsidiary of the Debtor.

Not applicable

(c) The following is a list of all other names (including fictitious names, d/b/a's, trade names or similar names) currently used by each subsidiary of the Debtor or used during the past five years:

Not applicable

(d) The following are the names of all other business or organization to which the Debtor's subsidiaries became the successor by merger, consolidation, acquisition of assets, change in form, nature or jurisdiction of organization or otherwise, now or at any time during the past five years:

Not applicable

7. Fixtures. Attached hereto as Schedule 7 is the information required by UCC Section 9-502(b) or F. Section 9-402(5) of each state in which any of the Collateral consisting of fixtures are or are to be located and the name and address of each real estate recording office where a mortgage on the real estate on which such fixtures are or are to be located would be recorded.

8. Unusual Transactions. Except for those purchases, acquisitions and other transactions described on Schedule 3 or on Schedule 8 attached hereto, all of the Collateral has been originated by the Debtor in the ordinary course of the Debtor's business or consists of goods which have been acquired by the Debtor in the ordinary course from a person in the business of selling goods of that kind.

9. File Search Reports. Attached hereto as Schedule 9(A) is a true copy of a file search report from the Uniform Commercial Code filing officer (or, if such officer does not issue such reports, from an experienced Uniform Commercial Code search organization acceptable to the Secured Party) (i) in each jurisdiction identified in Section 2(d) or in Section 4 or 5 with respect to each name set forth in Section 1 or 3, (ii) from each filing officer in each real estate recording office identified on Schedule 7 with respect to real estate on which Collateral consisting of fixtures are or are to be located and (iii) in each jurisdiction in which any of the transactions described in Schedule 3 or 8 took place with respect to the legal name of the person from which the Debtor purchased or otherwise acquired any of the Collateral. Attached hereto as Schedule 9(B) is a true copy of each financing statement or other filing identified in such file search reports.

10. Special Types of Collateral. The Debtor and its subsidiaries own (or have any ownership interest in) the following kinds of assets. (If the answer is "Yes" to any of the following questions, please attach a schedule (unless such information is included on Schedule 11) describing such assets owned by the Debtor or its subsidiaries and identifying which party owns the asset.)

Type of Asset	Yes/No
Copyrights or copyright application registered with the U.S. Copyright Office	No
Software registered with the U.S. Copyright Office	No
Software not registered with the U.S. Copyright Office	No
Patents and patent applications	Yes
Trademarks or trademark applications (including any service marks, collective marks and certification marks)	Yes
Licenses to use trademarks, patents and copyrights of others	No
Licenses, permits (including environmental), authorizations, or certifications issued by federal, state or local governments issued to the Debtor and/or its subsidiaries or with respect to their assets, properties, or businesses	No
Stocks, bonds or other securities	Yes
Promissory notes or other instruments or evidences of indebtedness	No
Leases of equipment, security agreements naming such person as secured party or other chattel paper	No
Aircraft	No
Vessels, Boats or Ships	No
Railroad Rolling Stock	No
Motor Vehicles	No
Letter of Credit Naming Debtor as "Beneficiary"	No

11. Intellectual Property Assets. Attached hereto as Schedule 11 is a true copy of all of Debtor's and its subsidiaries' intellectual property assets (identifying which party owns the intellectual property).

12. Deposit Accounts. Attached hereto as Schedule 12 is a true copy of all of Debtor's and its subsidiaries' deposit accounts (identifying which party owns the deposit account).

13. Contracts. Attached hereto as Schedule 13 is a true copy of all of Debtor' material contracts to which the Debtor is a party (including any equipment leases) or in which the Debtor has an interest (including whether such contract has a nonassignability provision which would require the other party's or another person's consent to the granting of a security interest in such contract).

IN WITNESS WHEREOF, we have hereunto signed this Perfection Certificate on the date first above written.

DEBTOR:

TOTALTRAX, INC.

By: 
Name: Frank Cavallaro
Its: Chief Executive Officer

Schedule 3

Information for Sky-Trax Incorporated and Rush Tracking Systems LLC

Sky-Trax Incorporated

- (a) The following was the chief executive office of Sky-Trax Incorporated:

500 Water Street,
Newport, DE 19804

- (b) If different from its indicated mailing address, Sky-Trax Incorporated place of business or, if more than one, its chief executive office is located at the following address:

Not applicable.

- (c) The following is the type of organization of Sky-Trax Incorporated:

corporation

- (d) The following is the jurisdiction of Sky-Trax Incorporated's organization:

Delaware

- (e) The following is Sky-Trax Incorporated's state issued organizational identification number:

3888507

Rush Tracking Systems LLC

- (a) The following was the chief executive office of Rush Tracking Systems LLC :

8527 Bluejacket Drive
Lenexa, KS 66214

- (b) If different from its indicated mailing address, Rush Tracking Systems LLC place of business or, if more than one, its chief executive office is located at the following address:

Not applicable

- (c) The following is the type of organization of Rush Tracking Systems LLC:

limited liability company

- (d) The following is the jurisdiction of Rush Tracking Systems LLC's organization:

Kansas

(e) The following is Rush Tracking Systems LLC's state issued organizational identification number:

3487386

Schedule 7

Fixtures

None

Schedule 10

Special Types of Collateral

Approximate eleven percent (11%) equity ownership in TDC Acquisition Holdings, Inc. (dba Time Domain Corporation).

Schedule 11

Intellectual Property Assets

PATENTS

Sky-Trax Incorporated

Title	Patent No.	Issue Date
METHOD AND APPARATUS FOR DETERMINING POSITION AND ROTATIONAL ORIENTATION OF AN OBJECT ORIENTE	7,845,560	12/07/2010
METHOD AND APPARATUS FOR MANAGING AND CONTROLLING MANNED AN AUTOMATED UTILITY VEHICLES	8,381,982	2/26/2013
METHOD AND APPARATUS FOR DETERMINING POSITION AND ROTATIONAL ORIENTATION OF	8,196,835	6/12/2012
OPTICAL POSITION MARKER APPARATUS	8,210,435	7/03/2012
COLLISION AVOIDANCE SYSTEM	8,346,468	1/01/2013
LOAD TRACKING UTILIZING LOAD IDENTIFYING INDICIA AND SPATIAL DISCRIMINATION	8,561,897	10/22/2013
APPARATUS AND METHOD FOR ASSET TRACKING	8,565,913	10/22/2013
INFERENCEAL LOAD TRACKING	13/356,110	7/26/2012 <i>(Publication Date)</i>
METHOD AND APPARATUS OF MAPPING LANDMARK POSITION AND ORIENTATION	13/841,568	3/15/2013

Rush Tracking Systems, LLC

Title	Patent No./ Application	Issue Date
SYSTEM AND METHOD FOR TRACKING INVENTORY	8,295,974	10/23/2012
SYSTEM AND METHOD FOR TRACKING INVENTORY	7,151,979	12/19/2006
SYSTEM AND METHOD FOR TRACKING INVENTORY	7,818,088	10/19/2010
SYSTEM AND METHOD FOR TRACKING INVENTORY	13/657,078	2/21/2013

U.S. TRADEMARKS

TotalTrax, Inc.

Mark	Reg. No.	Reg. Date
EQUIPMANAGER	3,379,401	2/5/2008
FLEETCONTROL	3,603,592	4/7/2009
STARTMANAGER	3,427,703	5/13/2008
EQUIPCOMMAND	3,606,384	4/14/2009
DATARANGER	2,124,195	12/23/1997

Sky-Trax Incorporated

Mark	Reg. No.	Reg. Date
SKAN-FREE	3,507,883	9/30/2008

Mark	Reg. No.	Reg. Date
TOTAL-TRAX	3,519,573	10/21/2008
OPS MAN	3,466,886	7/15/2008
SKY-MARX	3,466,874	7/15/2008

Rush Tracking Systems, LLC

Mark	Reg. No.	Reg. Date.
RUSH TRACKING SYSTEMS	3,461,873	7/8/2008
VISIBLEEDGE	3,461,869	7/8/2008

Schedule 12

Deposit Accounts

Name	Address	Account Type	Account Number
Fulton Bank	One Penn Square, Lancaster, PA, 17602	Operating Account	3625-85411

Schedule 13

Contracts

None