

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Velocitel, Inc.		06/05/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Privatebank And Trust Company		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2554164	VELOCITEL	
Registration Number:	2859874	VELOCITEL	
Registration Number:	3869178	VELOCITEL ENERGY SOLUTIONS	
Registration Number:	2274170	SITESAFE	
Registration Number:	2492712	PEOPLESAFE	
Registration Number:	3431165	SPECTRUMWATCH	
Registration Number:	2549659	RFCAD	
CORRESPONDENCE DATA			
Fax Number:	3129800765		
<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:	312-269-8000		
Email:	mhoffman@ngelaw.com		
Correspondent Name:	Peter H. Barrow		
Address Line 1:	Neal Gerber & Eisenberg LLP		
Address Line 2:	Two North LaSalle Street		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	10529.0025		
NAME OF SUBMITTER:	Peter H. Barrow		
SIGNATURE:	/Peter H. Barrow/		

CH \$190.00 2554164

DATE SIGNED:	06/10/2014
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Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 5, 2014, by VELOCITEL, INC., a Delaware corporation (the "Grantor"), is made in favor of THE PRIVATEBANK AND TRUST COMPANY (the "Lender").

RECITALS

Grantor and Lender have entered into a Loan and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Lender may make certain loans to Grantor and the Issuing Bank may issue certain letters of credit for the account of Grantor.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

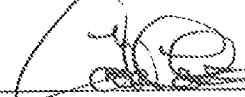
- (1) each trademark registration and each application therefor, including, without limitation, those referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto and any trademark issued pursuant to a trademark application referred to in Schedule 1 (items 1 and 2 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

VELOCITEL, INC.

By: 
Name: Todd A. Coke
Title: Treasurer and Chief Financial Officer

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Security Agreement]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

VELOCITEL, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY

By: *[Signature]*
Name: Callie Rummel
Title: Commercial Banking Officer

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Velocitel, Inc.	VELOCITEL	78039206	2554164	12/13/2000	3/26/2002
		78039013	2859874	12/12/2000	7/6/2004
Velocitel, Inc.	VELOCITEL ENERGY SOLUTIONS	77801293	3869178	8/10/2009	11/2/2010
Velocitel, Inc.	SITESAFE	75500884	2274170	6/12/1998	8/31/1999
Velocitel, Inc.	PEOPLESAFE	76185736	2492712	12/26/2000	9/25/2001
Velocitel, Inc.	SPECTRUMWATCH	78695548	3431165	8/18/2005	5/20/2008
Velocitel, Inc.	RFCAD	76185734	2549659	12/26/2000	3/19/2002

Pending Trademark Applications

None.