

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330528

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPECTRUM SECURITY SERVICES INTERNATIONAL, L.L.C.		01/06/2015	LIMITED LIABILITY COMPANY:
SPECTRUM TRACKING SYSTEMS, INC.		01/06/2015	CORPORATION:
ELECTRONIC TRACKING SYSTEMS, L.L.C.		01/06/2015	LIMITED LIABILITY COMPANY:
ELECTRONIC TRACKING SYSTEMS OF PUERTO RICO, L.L.C.		01/06/2015	LIMITED LIABILITY COMPANY:
PERSONAL TRACKING SYSTEMS, L.L.C.		01/06/2015	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	MID PENN BANK
Street Address:	5500 Allentown Boulevard
City:	Harrisburg
State/Country:	PENNSYLVANIA
Postal Code:	17112
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2765195	S 3 SPECTRUM SECURITY SERVICES INTERNATI
Registration Number:	2792260	S3 SPECTRUM SECURITY SERVICES INTERNATIO
Registration Number:	2800661	SPECTRUM MANAGEMENT
Registration Number:	3010278	ETS ELECTRONIC TRACKING SYSTEMS A SPECTR
Registration Number:	3012701	ETS ELECTRONIC TRACKING SYSTEMS A SPECTR
Registration Number:	3052477	ETS ELECTRONIC TRACKING SYSTEMS A SPECTR
Registration Number:	3118748	ETS ELECTRONIC TRACKING SYSTEMS A SPECTR
Registration Number:	3538000	TRACPAC
Registration Number:	3691069	BANDITTRACKER.COM
Registration Number:	4030928	ETS WEBTRACKER
Registration Number:	4052082	BLUETRAC SOLUTIONS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4052088	ETS SENTRY ALERT
Registration Number:	4052654	BLUETRAC SOLUTIONS
Registration Number:	4081381	STS SPECTRUM TRACKING SYSTEMS A SPECTRUM
Registration Number:	4117768	SAFER CITIES-BETTER CITIES
Registration Number:	4118681	ETS BUSINESS LAW ENFORCEMENT
Registration Number:	4144088	SPECTRUM TRACKING SYSTEMS

CORRESPONDENCE DATA

Fax Number: 7172343611
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.
Phone: 7172342401
Email: lhutchinson@sasllp.com
Correspondent Name: LOUISE S. HUTCHINSON
Address Line 1: 4431 NORTH FRONT STREET
Address Line 4: HARRISBURG, PENNSYLVANIA 17110

NAME OF SUBMITTER:	Louise S. Hutchinson
SIGNATURE:	/Louise S. Hutchinson/
DATE SIGNED:	01/29/2015

Total Attachments: 6
source=Intellectual Property Security Agreement#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of January 6, 2015 is made by the parties listed on the signature pages hereof (collectively, the "Grantors") in favor of MID PENN BANK (the "Bank"), a PENNSYLVANIA BANKING CORPORATION, located at 5500 Allentown Boulevard, Harrisburg, Pennsylvania 17112.

WHEREAS, 5TH Element Tracking LLC (the "Borrower") has entered into a Loan Agreement dated as of January 6, 2015 (the "Loan Agreement"), with the Bank.

WHEREAS, as a condition precedent to the making of loans by the Bank under the Loan Agreement, each Grantor has executed and delivered to the Bank those certain Security Agreements dated as of January 6, 2015 made by and among the Grantors and the Bank (the "Security Agreements").

WHEREAS, under the terms of the Security Agreements, the Grantors have granted to the Bank, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Bank as follows:

1. Grant of Security Each Grantor hereby pledges and grants to the Bank a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and

injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation Each Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Bank.

3. Loan Documents This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreements, which are hereby incorporated by reference. The provisions of the Security Agreements shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Bank with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreements and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (e.g., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

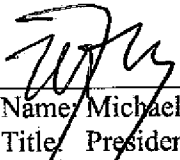
6. Governing Law This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the State of Pennsylvania or any other jurisdiction).

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

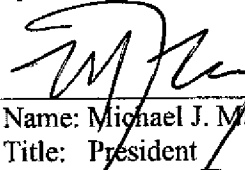
WITNESS/ATTEST:

SPECTRUM MANAGEMENT L.L.C.

By: 
Name: Michael J. May
Title: President

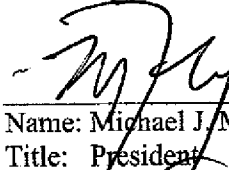
WITNESS/ATTEST:

SPECTRUM SECURITY SERVICES INTERNATIONAL, L.L.C.

By: 
Name: Michael J. May
Title: President

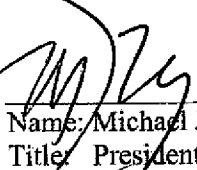
WITNESS/ATTEST:

SPECTRUM TRACKING SYSTEMS, INC.

By: 
Name: Michael J. May
Title: President

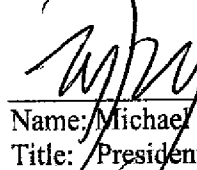
WITNESS/ATTEST:

ELECTRONIC TRACKING SYSTEMS, L.L.C.

By: 
Name: Michael J. May
Title: President

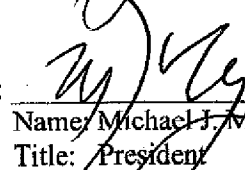
WITNESS/ATTEST:

ELECTRONIC TRACKING SYSTEMS OF PUERTO RICO, L.L.C.

By: 
Name: Michael J. May
Title: President

WITNESS/ATTEST:

PERSONAL TRACKING SYSTEMS, L.L.C.

By: 
Name: Michael J. May
Title: President

AGREED TO AND ACCEPTED:

MID PENN BANK,

as Bank

MID PENN BANK

By: 

Name: Scott Micklewright

Title: Executive Vice President

Address for Notices: 5500 Allentown Boulevard, Harrisburg, PA 17112

TRADEMARK

REEL: 005449 FRAME: 0778

Schedule 1

PATENTS AND PATENT APPLICATIONS

TITLE	PAT NO.	ISSUE DATE
Beacon signal receiving system	5,657,026	08/12/1997
Method and system for radio-location determination	6,459,704	10/01/2002
Method for locating an asset	7,135,967	11/14/2006
Method and system for providing tracking services to locate an asset	7,138,914	11/21/2006
System for tracking and locating an object using a cellular network	7,151,446	12/19/2006
Method and system for providing tracking services to locate an asset	7,283,046	10/16/2007
Method and system for providing tracking services to locate an asset	7,283,047	10/16/2007
Method and system for providing tracking services to locate an asset	7,292,159	11/06/2007
Method and system for providing tracking services to locate an asset	7,375,654	05/20/2008
Method and system for providing tracking services to locate an asset	7,486,185	02/03/2009
Fraud identification and recovery system	7,561,182	07/14/2009
Method and system for providing tracking services to locate an asset	7,750,801	07/06/2010
Method and system for providing tracking services to locate an asset	7,944,350	05/17/2011
Method and system for providing tracking services to locate an asset	8,049,617	11/01/2011
Method and system for providing tracking services to locate an asset	8,299,914	10/30/2012
Method and system for providing tracking services to locate an asset	8,487,757	07/16/2013

Schedule 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	REG. NO.	ISSUE DATE
S3 SPECTRUM SECURITY SERVICES INTERNATIONAL A SPECTRUM MANAGEMENT COMPANY	2,765,195	10/16/2003
S3 SPECTRUM SECURITY SERVICES INTERNATIONAL A SPECTRUM MANAGEMENT COMPANY	2,792,260	12/09/2003
SPECTRUM MANAGEMENT	2,800,661	12/30/2003
ETS ELECTRONIC TRACKING SYSTEMS A SPECTRUM MANAGEMENT COMPANY	3,010,278	11/01/2005
ETS ELECTRONIC TRACKING SYSTEMS A SPECTRUM MANAGEMENT COMPANY	3,012,701	11/08/2005
ETS ELECTRONIC TRACKING SYSTEMS A SPECTRUM MANAGEMENT COMPANY	3,052,477	01/31/2006
ETS ELECTRONIC TRACKING SYSTEMS A SPECTRUM MANAGEMENT COMPANY	3,118,748	07/25/2006
TRACPAC	3,538,000	11/25/2008
BANDITTRACKER.COM	3,691,069	10/06/2009
ETS WEBTRACKER	4,030,928	09/27/2011
BLUETRAC SOLUTIONS	4,052,082	11/08/2011
ETS SENTRY ALERT	4,052,088	11/08/2011
BLUETRAC SOLUTIONS	4,052,654	11/08/2011
STS SPECTRUM TRACKING SYSTEMS A SPECTRUM MANAGEMENT COMPANY	4,081,381	01/03/2012
SAFER CITIES - BETTER CITIES	4,117,768	03/27/2012
ETS BUSINESS LAW ENFORCEMENT	4,118,681	03/27/2012
SPECTRUM TRACKING SYSTEMS	4,144,088	05/15/2012