

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM332310

| | | | |
|---|---|----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Velocitel, Inc. | | 02/13/2015 | CORPORATION: DELAWARE |
| Site Safe, Inc. | | 02/13/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Cerberus Business Finance, LLC, as collateral agent | | |
| Street Address: | 875 Third Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78039206 | VELOCITEL | |
| Serial Number: | 78039013 | VELOCITEL | |
| Serial Number: | 77801293 | VELOCITEL ENERGY SOLUTIONS | |
| Serial Number: | 75500884 | SITESAFE | |
| Serial Number: | 76185736 | PEOPLESafe | |
| Serial Number: | 77413123 | PEOPLESafe | |
| Serial Number: | 78695548 | SPECTRUMWATCH | |
| Serial Number: | 76185734 | RFCAD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2125935955 | | |
| <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: | 212-756-2132 | | |
| Email: | scott.kareff@srz.com | | |
| Correspondent Name: | S. Kareff c/o Schulte Roth & Zabel LLP | | |
| Address Line 1: | 919 Third Avenue | | |
| Address Line 2: | 22nd floor | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 014951-1527 | | |

CH \$215.00 78039206

| | |
|---|----------------------------|
| NAME OF SUBMITTER: | Scott Kareff (014951-1527) |
| SIGNATURE: | /kc for sk/ |
| DATE SIGNED: | 02/17/2015 |
| Total Attachments: 4 source=Trademark Security Agreement for Velocitel, Inc. and Site Safe, Inc#page1.tif source=Trademark Security Agreement for Velocitel, Inc. and Site Safe, Inc#page2.tif source=Trademark Security Agreement for Velocitel, Inc. and Site Safe, Inc#page3.tif source=Trademark Security Agreement for Velocitel, Inc. and Site Safe, Inc#page4.tif | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 13, 2015, is made by VELOCITEL, INC., a Delaware corporation, and SITE SAFE, INC., a Delaware corporation (each a "Grantor" and, collectively, the "Grantors") in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain other lenders (in such capacity, together with its successors and assigns, if any, the "Grantee");

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated February 13, 2015 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Grantee for the benefit of the Secured Parties a continuing security interest in all right, title and interest of the Grantors in, to and under the trademarks and service marks listed on the attached Schedule A (the "Trademarks"), together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby pledge, convey and grant to the Grantee for the benefit of the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

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

VELOCITEL, INC.

By: 

Name: Todd A. Coke

Title: Chief Financial Officer and
Treasurer

SITE SAFE, INC.

By: 

Name: Todd A. Coke

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Acknowledged by:

CERBERUS BUSINESS FINANCE, LLC,
a Delaware limited liability company

By: 

Name: Kevin Genda

Title: Vice Chairman

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations and Trademark Applications

| <u>Company</u> | <u>Trademark</u> | <u>Application or Registration No.</u> | <u>Filing Date</u> | <u>Registration Date</u> |
|-----------------|----------------------------------|--|--------------------|------------------------------|
| Velocitel, Inc. | VELOCITEL | 78039206 | 12/13/00 | 3/26/02 |
| | | 78039013 | 12/12/00 | 7/6/04 |
| Velocitel, Inc. | VELOCITEL ENERGY SOLUTIONS | 77801293 | 8/10/09 | 11/2/10 |
| Site Safe, Inc. | SITESAFE | 75500884 | 6/12/98 | 8/31/99 |
| Site Safe, Inc. | PEOPLESAFE | 76185736 | 12/26/00 | 9/25/01 |
| | | 77413123 | 3/4/08 | 10/7/08 |
| Site Safe, Inc. | SPECTRUMWATCH | 78695548 | 8/18/05 | 5/20/08 |
| Site Safe, Inc. | RFCAD | 76185734 | 12/26/00 | 3/19/02 |