

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346620

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IPS GROUP INC.		03/26/2015	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pacific Mercantile Bank		
<b>Street Address:</b>	949 South Coast Drive, 3rd Floor		
<b>City:</b>	Costa Mesa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92626		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85913672	M5	
<b>Serial Number:</b>	85913663	EVOLVE TECHNOLOGY	
<b>Serial Number:</b>	85913654	IPS GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(877) 374-6188		
<b>Email:</b>	pmartinez@nationalcorp.com		
<b>Correspondent Name:</b>	Patricia Martinez		
<b>Address Line 1:</b>	523 West 6th Street, Suite 544		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90014		
<b>ATTORNEY DOCKET NUMBER:</b>	L084377		
<b>NAME OF SUBMITTER:</b>	Robin Dunn		
<b>SIGNATURE:</b>	/Robin Dunn/		
<b>DATE SIGNED:</b>	07/01/2015		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **March 26, 2015** by and between **PACIFIC MERCANTILE BANK** ("Lender") and **IPS GROUP INC.**, a Pennsylvania corporation ("Grantor"), with reference to the following facts:

A. Lender and Grantor are parties to that certain Loan and Security Agreement dated March 26, 2015 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Lender with at least 15 days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Lender identifying the maskworks, software,

computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Lender's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

*[signatures on next page]*

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Address of Grantor:

5601 Oberlin Drive, Suite 100  
San Diego, CA 92121

Grantor:

IPS Group Inc.

By David W. King  
Title CEO

Address of Lender:

949 South Coast Drive, 3rd Floor  
Costa Mesa, CA 92626

Lender:

Pacific Mercantile Bank

By H. Chamberlain  
Title EVP

*[Signature Page—Intellectual Property Security Agreement]*

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
M5	85913672	04/24/13
EVOLVE TECHNOLOGY	85913663	04/24/13
IPS GROUP	85913654	04/24/13

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Patent/ Application/ Publication Number</u>	<u>Registration/ Application Date</u>
Parking meter and a device therefor	8,862,494	10/14/14
Parking meter	D707,142	06/17/14
Parking meter	D707,141	06/17/14
Parking meter	D707,140	06/17/14
Parking meter communications for remote payment with updated display	8,749,403	06/10/14
Parking meter and a device therefor	8,595,054	11/26/13
Parking meter	8,590,687	11/26/13
Location-aware advertising to parking location users	8,566,159	10/22/13
Vending control unit	D690,771	10/01/13
Power supply unit	8,513,832	08/20/13
Coin validation unit with clip feature	8,479,909	07/09/13
Vending control unit	D683,795	06/04/13
Vending machine control unit	D683,794	06/04/13
Parking meter	7,854,310	12/21/10
System and method for coin validation	7,806,248	10/05/10
Parking meter	D587,141	02/24/09
Parking meter	D575,168	08/19/08
Method and apparatus for automatic location-specific	20140231505	08/21/14

<u>Description</u>	<u>Patent/ Application/ Publication Number</u>	<u>Registration/ Application Date</u>
configuration management of a removable meter unit		
Parking Meter	20140174881	06/26/14
Parking meter communications for remote payment with updated display	20140172518	06/19/14
Location-aware advertising to vending machine users	20140040028	02/06/14
Low Power Vehicle Detection	20130027218	01/31/13
Method and apparatus for operating a removable meter unit	20090192950	07/30/09
Method and apparatus for automatic location-specific configuration management of a removable meter unit	20090183966	07/23/09
Power Supply Unit	20130285455	10/31/13



SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		