

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SENSIS CORPORATION		07/23/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RBS CITIZENS, NATIONAL ASSOCIATION as administrative agent and lender		
Street Address:	126 East Avenue		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14604		
Entity Type:	National Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77784790	VEELO NEXTGEN	
CORRESPONDENCE DATA			
Fax Number:	(585)419-8813		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	585-419-8636		
Email:	harrisbeachip@harrisbeach.com		
Correspondent Name:	Neal L. Slifkin - Harris Beach PLLC		
Address Line 1:	99 Garnsey Road		
Address Line 4:	Pittsford, NEW YORK 14534		
ATTORNEY DOCKET NUMBER:	233099		
NAME OF SUBMITTER:	Neal L. Slifkin		
Signature:	/neal l. slifkin/		
Date:	01/14/2010		

CH \$40.00 77784790

Total Attachments: 18

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**AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

This Amended and Restated Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of July 23, 2009, is entered into by and among **SENSIS CORPORATION**, a Delaware corporation ("Pledgor"), and **RBS CITIZENS, NATIONAL ASSOCIATION**, a national banking association, (i) as administrative agent (in such capacity, and successors and assigns, "Agent") for the benefit of "Lenders" as hereinafter defined, pursuant to the "Credit Agreement" as hereinafter defined, and (ii) as the lender (in such capacity, and successors and assigns, "RBS Citizens") pursuant to the "Ex-Im Credit Agreement", as hereinafter defined. Pledgor is hereinafter referred to separately as the "Pledgor".

WHEREAS, pursuant to that certain (i) Amended and Restated Line of Credit Agreement, dated as of even date herewith (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), by and among Pledgor, Agent and each lender party thereto from time to time (collectively, the "Lenders"), and (ii) Export-Import Line of Credit Agreement, dated as of July 27, 2007 (as amended, restated, modified or supplemented from time to time, the "Ex-Im Credit Agreement"), by and among Pledgor and RBS Citizens, the Lenders and RBS Citizens, respectively, have provided or agreed to provide certain loans to Pledgor and issue certain letters of credit on behalf of Pledgor, and the Pledgor has agreed, among other things, to grant a security interest to Agent, for the benefit of the Lenders, and RBS Citizens, respectively, in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein; and

WHEREAS, this Amended and Restated Patent, Trademark and Copyright Security Agreement amends and restates that certain Patent, Trademark and Copyright Security Agreement, dated as of July 27, 2007, by and between the Pledgor and RBS Citizens.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1 Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in New York as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of the Pledgor's present and future right, title and interest in and to the following: all patent applications, patents, trademark applications, trademarks and copyrights", whether now owned or hereafter acquired by the Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds

of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of the Pledgor to the Lenders or any of their respective Affiliates under the Credit Agreement or any of the other Loan Documents, or to RBS Citizens or any of its Affiliates and/or the Export-Import Bank of the United States (the "Ex-Im Bank") under the Ex-Im Credit Agreement and/or the loan documents executed in connection with the Ex-Im Credit Agreement (collectively, the "Ex-Im Loan Documents"), including, but not limited to, all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of the Pledgor (A) to the Lenders or any of their respective Affiliates, now existing or hereafter incurred under the Credit Agreement, the Notes, the Letters of Credit, or any of the other Loan Documents, (B) to RBS Citizens or any of its Affiliates and/or the Ex-Im Bank under the Ex-Im Credit Agreement and the Ex-Im Loan Documents, and/or (C) under and pursuant to any Hedging Contracts, as any or all of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Pledgor or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including without limitation all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents and/or the Ex-Im Credit Agreement from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or the Ex-Im Credit Agreement, as the case may be, or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of the Pledgor with respect to any one or more Letters of Credit issued by any of the Lenders under the Credit Agreement or RBS Citizens under the Ex-Im Credit Agreement and (iii) any sums advanced (A) by Agent or any of the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, any other Loan Documents or pursuant to any other document or instrument at any time delivered to Agent or any Lenders in connection therewith, or (B) by RBS Citizens under the Ex-Im Credit Agreement, or pursuant to any other document or instrument at any time delivered to RBS Citizens in connection therewith, including with respect to all of the foregoing, without limitation, commitment, letter of credit or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or on the Ex-Im Credit Agreement or with respect to any default under any of the Debt.

2. Subject to the provisions of Section 16 of this Agreement with respect to the "Export-Related Collateral" (as such term is defined therein), to secure the full payment and

performance of all Debt, the Pledgor hereby grants, and conveys a security interest to Agent, for the benefit of the Lenders, and RBS Citizens, respectively, in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. The Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth in Schedule B hereto, the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons;

(d) the Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to the Pledgor or, to the knowledge of the Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(g) the Pledgor will not change its state of incorporation, formation or organization, as applicable, without providing thirty (30) days prior written notice to the Lender;

(h) the Pledgor will not change its name without providing thirty (30) days prior written notice to the Lender; and

(i) the Pledgor shall preserve its corporate existence and except as permitted by the Credit Agreement or the Ex-Im Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not the Pledgor, or (ii) sell all or substantially all of its assets.

4. The Pledgor agrees that, until all of the Debt shall have been satisfied in full, the Pledgor will not enter into any agreement (for example, a license agreement) which is inconsistent with the Pledgor's obligations under this Agreement, without Agent's and RBS Citizens prior written consents which shall not be unreasonably withheld except the Pledgor may, in the ordinary course of business without Agent's and RBS Citizens' consent, license

technology to suppliers and customers and trademarks to distributors, sales representatives and others, in any such case, to facilitate the manufacture and use of the Pledgor's products.

5. If, before the Debt shall have been indefeasibly satisfied in full and the Commitment under the Credit Agreement and the Line of Credit Commitment under the Ex-Im Credit Agreement has terminated, the Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and the Pledgor shall give to Agent and RBS Citizens prompt notice thereof in writing. The Pledgor, Agent and RBS Citizens agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Agent, for the benefit of the Lenders, and RBS Citizens shall each have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement or the Ex-Im Credit Agreement, respectively, those allowed by law, regulation, order or decree and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Agent, for the benefit of the Lenders, and RBS Citizens may each immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that Agent and RBS Citizens shall designate by notice to the Pledgor, in Rochester, New York or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which the Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as Agent, for the benefit of the Lenders, and RBS Citizens, in their sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to the Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which notice the Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent, for the benefit of the Lenders, and/or RBS Citizens may, to the extent permissible under applicable law, regulation, order or decree, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of the Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, the Pledgor hereby authorizes and empowers Agent, for the benefit of the Lenders, and RBS Citizens to make, constitute and appoint any officer or agent of Agent, for the benefit of the Lenders, and RBS Citizens, respectively, as they may respectively select in their exclusive discretion, as the

Pledgor's true and lawful attorney-in-fact, with the power to endorse the Pledgor's name on all applications, documents, papers and instruments necessary for Agent, for the benefit of the Lenders, and RBS Citizens to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent, for the benefit of the Lenders, and RBS Citizens to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. The Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit the Pledgor; (ii) Agent and RBS Citizens herein granted this power of attorney shall have no duty to exercise any powers granted hereunder for the benefit of the Pledgor; and (iii) Agent and RBS Citizens herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of Agent, for the benefit of the Lenders, and RBS Citizens, respectively. Agent and RBS Citizens hereby accept this power of attorney and all powers granted hereunder for the benefit of Agent, for the benefit of the Lenders, and RBS Citizens, respectively.

8. At such time as the Debt shall have been indefeasibly paid in full and the Credit Commitment shall have terminated, this Agreement shall terminate and the Agent, for the benefit of the Lenders, and RBS Citizens shall execute and deliver to the Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in such Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Agent, for the benefit of the Lenders, and/or RBS Citizens pursuant hereto.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Agent, for the benefit of the Lenders, and/or RBS Citizens in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgor, within fifteen (15) days of demand by Agent and/or RBS Citizens, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the Default Rate prescribed in the Credit Agreement.

10. The Pledgor shall have the duty, through counsel reasonably acceptable to the Agent and RBS Citizens, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full and the Commitments under the Credit Agreement and the Line of Credit Commitment under the Ex-Im Credit Agreement shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. The expenses incurred in connection with such

an application shall be borne by the Pledgor. The Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of Agent and RBS Citizens, which shall not be unreasonably withheld.

11. The Pledgor shall have the right, upon the prior written notice to Agent, for the benefit of the Lenders, and RBS Citizens, to bring suit, action or other proceeding in its own name, and to join Agent, for the benefit of the Lenders, and RBS Citizens, if necessary, as a party to such suit so long as Agent and RBS Citizens are satisfied that such joinder will not subject them or the Lenders to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Pledgor shall promptly, upon demand, reimburse and indemnify Agent, the Lenders and RBS Citizens for all damages, costs and expenses, including, without limitation, reasonable legal fees, incurred by Agent, the Lenders and/or RBS Citizens as a result of such suit or joinder by the Pledgor.

12. No course of dealing among the Pledgor, Agent and/or RBS Citizens, nor any failure to exercise nor any delay in exercising, on the part of Agent and/or RBS Citizens, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents or the Ex-Im Credit Agreement or the other Ex-Im Loan Documents, respectively, shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of Agent's, on behalf of the Lenders, and RBS Citizens' respective rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by the Ex-Im Credit Agreement or by any other agreements or by law, regulation, order or decree, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5

16. Except as hereinafter set forth with respect to the Export-Related Collateral, the lien and security interest now existing or hereafter created or arising in favor of the Agent, for the benefit of the Lenders, with respect to the Patents, Trademarks and Copyrights securing all or any portion of any of the Debt, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, are expressly *pari passu* with and equal in priority, operation and effect to the lien and security interest now existing or hereafter created or arising in favor of RBS Citizens with respect to the Patents, Trademarks and Copyrights securing all or a portion of the Debt, notwithstanding (i) anything to the contrary contained in any agreement or filing to which the Agent, for the benefit of the Lenders, or RBS Citizens may now or hereafter be a

party, and regardless of the time, order or method of grant, attachment, recording or perfection (or non-perfection) of any financing statements or other security interests, assignments, pledges, deeds, mortgages and other liens, charges or encumbrances or any defect or deficiency or alleged defect or deficiency in any of the foregoing, and (ii) any provision of the UCC or any applicable law or any Loan Document or any other circumstance whatsoever.

(b) The parties to this Agreement hereby acknowledge and agree that, notwithstanding the foregoing paragraph (a) of this Section 16 or anything contained in this Agreement or the other Loan Documents to the contrary, Ex-Im Bank and RBS Citizens shall have a continuing first priority lien and security interest, prior in lien and security interest to that of the Agent and the Lenders, on, in and to so much of the Patents, Trademarks and Copyrights as consists of all now existing and hereafter acquired export-related Inventory, export-related Accounts and export-related General Intangibles (together with the proceeds and products thereof, collectively, the "Export-Related Collateral") until such time, if any, as all of Pledgor's Debt under the Ex-Im Credit Agreement and the Ex-Im Loan Documents to RBS Citizens and Ex-Im Bank has been indefeasibly paid in full. Ex-Im Bank and/or RBS Citizens may in their respective sole discretion exercise any and all rights and remedies with respect to the Export-Related Collateral, including, without limitation, the disposition and/or application of the proceeds thereof, as is provided in or is otherwise pursuant to and in accordance with this Agreement and applicable law. At such time, if any, as all of Pledgor's Debt under the Ex-Im Credit Agreement and the Ex-Im Loan Documents to RBS Citizens and Ex-Im Bank has been indefeasibly paid in full, the provisions of paragraph (a) of this Section 16 shall be applicable to any Export-Related Collateral.

(c) No party to this Agreement shall object to or contest, or support any other Person in contesting or objecting to, in any action or proceeding, the validity, extent, perfection, parity (as among the parties to this Agreement) or enforceability of any security interest in the Patents, Trademarks and Copyrights, including, without limitation, the proceeds of such Patents, Trademarks and Copyrights, granted to any other party to this Agreement. Notwithstanding any failure by any party to this Agreement to perfect its security interests in such Patents, Trademarks and Copyrights or any avoidance, invalidation or subordination by any third party or court of competent jurisdiction of the security interests in such Patents, Trademarks and Copyrights granted to the parties hereto, the priority and rights as among the parties to this Agreement with respect to such Patents, Trademarks and Copyrights shall be as set forth herein.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of New York without regard to its conflicts of law principles.

19. The Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of the courts of the State of New York sitting in Monroe County and of the United States District Court of the Western District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, and the Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and

determined in such New York State or Federal court. The Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

20. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. The Pledgor acknowledges and agrees that a telecopy transmission to Agent and RBS Citizens of the signature pages hereof purporting to be signed on behalf of the Pledgor shall constitute effective and binding execution and delivery hereof by the Pledgor.

21. EXCEPT AS PROHIBITED BY LAW, THE PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

22. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 10.2 of the Credit Agreement or, with respect solely to notices to RBS Citizens under the Ex-Im Credit Agreement, Section 10.4 thereof.


23. The Pledgor acknowledges and agrees that, in addition to the other rights of Agent and/or RBS Citizens hereunder, under the other Loan Documents and under the Ex-Im Credit Agreement, because Agent's and/or RBS Citizens' respective remedies at law for failure of such Pledgor to comply with the provisions hereof relating to Agent and/or RBS Citizens respective rights (i) to inspect the books and records related to the Pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the Pledgor has appointed Agent and RBS Citizens its attorney-in-fact, and (v) to enforce Agent and/or RBS Citizens remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, the Pledgor agrees that each such provision hereof may be specifically enforced. Agent's and/or RBS Citizens' respective rights to inspect the books and records related to the Pledged Collateral and to obtain copies of agreements and documents as provided herein with respect to such Collateral are subject to (i) the lawful national security clearance requirements of any Governmental Authority (as such term is defined in the Credit Agreement) to the extent, if any, the same expressly prohibit such inspection and/or right to receive such copies, and (ii) the provisions of Section 10.7 of the Credit Agreement which are hereby incorporated herein by reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**[SIGNATURE PAGE 1 OF 3 TO AMENDED AND RESTATED PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

SENSIS CORPORATION

By:  _____

Name: Judson J. Gostin

Title: President

**[SIGNATURE PAGE 2 OF 3 TO AMENDED AND RESTATES PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their respective officers thereunto duly authorized, as of the date first above written.

**RBS CITIZENS, NATIONAL
ASSOCIATION,
as Administrative Agent**

By: 

Name: Charles J. Vita

Title: District President

**[SIGNATURE PAGE 3 OF 3 TO AMENDED AND RESTATES PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their respective officers thereunto duly authorized, as of the date first above written.

**RBS CITIZENS, NATIONAL
ASSOCIATION**

By: 

Name: Charles J. Vita

Title: District President

**SCHEDULE A
TO
AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY
AGREEMENT**

INTELLECTUAL PROPERTY

Trademarks

See attached

Trademark	Our Ref.	Appln. No.	Filing Date	Reg. No.	Reg. Date	Country	Status	Class	Remarks
AEROBAHN	881_017	76/321,979	10/8/2001	2642515	10/29/2002	USA	Registered	9	S889 Renewal Due 10/29/2012
ASSETVIEW	913_041-2	77/715,435	4/16/2009			USA	Published	9	Newly Filed
DETECT THE DIFFERENCE	913_019	75/522,314	7/20/1998	2415006	12/26/2000	USA	Registered	9	S889 Renewal Due 12/26/2010
ICEVIEW	913_042-2	77/715,443	4/16/2009			USA	Published	9	Newly Filed
OPSVIEW	913_038	78/632,414	5/18/2005	3331038	11/6/2007	USA	Registered	9	S8&15 Due between 11/6/2012 and 11/6/2013
QUICKVIEW	913_040	78/632,424	5/18/2005	3326185	10/30/2007	USA	Registered	9	S8&15 Due between 10/30/2012 and 10/30/2013
SENSIS	913_015	1237945	11/19/2004	TMA703621	12/20/2007	Canada	Registered	9	Use Vulnerability 12/20/2010
SENSIS	913_015	4 141 172	11/25/2004	4141172	1/10/2006	European Community	Registered	9	Use Vulnerability - 01/10/2011
SENSIS	913_015	78/119,005	4/2/2002	2700468	3/25/2003	USA	Registered	9	Renewal Due 03/25/2013
SENSIS	913_035	4423703	6/2/2005	4423703	6/6/2006	European Community	Registered	009 and 010	Use Vulnerability - 06/06/2011
SENSIS	913_046-1	78/947,475	8/8/2006	3440769	6/3/2008	USA	Registered	9	S8&15 due between 06/03/2013 and 06/03/2014
SENSIS	913_046-1 CN(35)	5898521	2/8/2007			China (Peoples Republic)	Pending	35	Application Status Check Due 9/9/09
SENSIS	913_046-1 CN(38)	5898519	2/8/2007			China (Peoples Republic)	Pending	38	Application Status Check Due 9/9/09
SENSIS	913_046-1 CN(42)	5898522	2/8/2007			China (Peoples Republic)	Pending	42	Application Status Check Due 9/9/09
SENSIS	913_046-1 CN(9)	5898522	2/8/2007			China (Peoples Republic)	Pending	9	Application Status Check Due 9/9/09
SENSIS	913_046-1 IN	1529182	2/8/2007			India	Pending	9	Application Status Check Due 9/21/09
SENSIS	913_046-1 KR(37, 39)	41200731083	2/8/2007	41-179370	12/30/08	Korea, South	Registered	37, 39	Use Vulnerability 12/30/2011 - Renewal Due 12/30/2017
SENSIS	913_046-1 KR(9)	40-2007-7436	2/8/2007			Korea, South	Pending	9	
SENSIS	913_046-1 TH(09)	652809	2/8/2007	TM286296	9/16/2008	Thailand	Registered	9	Use Vulnerability 09/16/2011 - Renewal Due 02/07/2017

TRADEMARK

SENSIS TRADEMARKS

SENSIS	913_046-1 TH(35)	652810	2/8/2007	SMB36755	1/7/2008	Thailand	Registered	35	Use Vulnerability 1/7/2011 - Renewal Due 1/7/2017
SENSIS	913_046-1 TH(42)	652811	2/8/2007			Thailand	Published	42	Use Vulnerability 11/21/2011 - Renewal Due 02/07/2017
SENSIS CORPORATION	913_018	75/522,315	7/20/1998	2337480	4/4/2000	USA	Registered	9	S8&9 due 04/04/2010
TAXIVIEW	913_039	78/632,418	5/18/2005	3234843	4/24/2007	USA	Registered	9	S8&15 due 4/24/2012-2013
TURNVIEW	913_043-2	77/715,448	4/16/2009			USA	Published	9	Newly Filed
VEELO	881_016	78/104,545	1/24/2002	2649644	11/12/2002	USA	Registered	9	S8&9 Renewal Due 11/12/2012

Patents

See attached

Patents Issued

Country	Document #	Title	Date
EP	EP0710382A1	METHOD AND APPARATUS FOR NON-CONTACT READING OF A RELIEF PATTERN	5/8/1996
EP	EP0710382B1	APPARATUS FOR NON-CONTACT READING OF A RELIEF PATTERN	5/8/1996
EP	EP1654561A2	TARGET LOCALIZATION USING TDOA DISTRIBUTED ANTENNA	5/10/2006
EP	EP1747602A1	A LINE-REPLACEABLE TRANSMIT/RECEIVE UNIT FOR MULTI-BAND ACTIVE ARRAYS	1/31/2007
EP	EP1747602B1	A LINE-REPLACEABLE TRANSMIT/RECEIVE UNIT FOR MULTI-BAND ACTIVE ARRAYS	1/31/2007
EP	EP1836695A1	METHOD AND SYSTEM FOR TRACKING POSITION OF AN OBJECT USING IMAGING AND NON-IMAGING SURVEILLANCE DEVICES	9/26/2007
EP	EP1988603A1	A line-replaceable transmit/receive unit for multi-band active arrays	11/5/2008
US	5393967	Method and apparatus for non-contact reading of a relief pattern	2/28/1995
US	5579020	Lightweight edge-slotted waveguide antenna structure	11/26/1996
US	5612702	Dual-plane monopulse antenna	3/18/1997
US	5677522	Method and apparatus for non-contact reading of a relief pattern	10/14/1997
US	6043791	Limited scan phased array antenna	3/28/2000
US	6285330	Antenna field tester	9/4/2001
US	6,414,622 B1	Anti-Radar Missile (ARM) Countermeasure Method	7/2/2002
US	6950037	Smart airport automation system	5/6/2003
US	6989795	Line-replaceable transmit/receive unit for multi-band active arrays	6/23/2004
US	7170441	Target localization using TDOA distributed antenna	1/30/2007
US	7385527	Smart airport automation system	6/10/2008
US	7420501	Method and system for correlating radar position data with target identification data, and determining target position using round trip delay data	9/2/2008
WO	WO/2005/017555A2	TARGET LOCALIZATION USING TDOA DISTRIBUTED ANTENNA	2/24/2005
WO	WO/2005/119845A1	A LINE-REPLACEABLE TRANSMIT/RECEIVE UNIT FOR MULTI-BAND ACTIVE ARRAYS	12/15/2005
WO	WO/2005/124511A2	SYSTEM AND METHOD FOR CONVERTING DATA, AND SYSTEM AND METHOD FOR PROVIDING WARNING SIGNALS	12/29/2005
WO	WO/2006/031708A2	METHOD AND APPARATUS FOR PROPPING DEVICES	3/23/2006
WO	WO/2006/088554A1	METHOD AND SYSTEM FOR TRACKING POSITION OF AN OBJECT USING IMAGING AND NON-IMAGING SURVEILLANCE DEVICES	8/24/2006
WO	WO/2006/101525A1	METHODS AND APPARATUSES FOR EVALUATING WATER SAMPLES	9/28/2006
WO	WO/2006/101527A1	METHODS AND APPARATUSES FOR EVALUATING WATER SAMPLES	9/28/2006
WO	WO/2007/047798A1	METHOD AND APPARATUS FOR PROVIDING SECURE ACCESS CONTROL FOR PROTECTED INFORMATION	4/26/2007
WO	WO/2007/103628A2	METHOD AND APPARATUS FOR DISSIPATING HEAT	9/13/2007
WO	WO/2007/115246A1	SECURE ADS-B AUTHENTICATION SYSTEM AND METHOD	10/11/2007
WO	WO/2007/124300A2	A SYSTEM AND METHOD FOR MULTILATERATING A POSITION OF A TARGET USING MOBILE REMOTE RECEIVING UNITS	11/1/2007
WO	WO/2007/143238A2	METHOD AND SYSTEM FOR CORRELATING RADAR POSITION DATA WITH TARGET IDENTIFICATION DATA, AND DETERMINING TARGET POSITION USING ROUND TRIP DELAY DATA	12/13/2007
WO	WO/2008/011504A2	BROADBAND MULTI-CHANNEL DETECTOR WITH SIGNAL AND JAMMING DISCRIMINATION	1/24/2008
WO	WO/2009/026493A2	METHOD AND APPARATUS FOR PROPPING DEVICES, AND SUPPORT DEVICES	2/26/2009

Patents Pending			
Country	Number	Title	Date
EP	08013596.5	A Transmit/Receive Building Block For Multi-Band Active Arrays	7/23/2004
EP	08013596.5	A Transmit/Receive Building Block For Multi-Band Active Arrays	6/12/2008
US	11/303,326	Method And Apparatus For Dissipating Heat	12/15/2005
US	11/365,164	Method And Apparatus For Dissipating Heat	3/1/2006
US	11/401,017	Secure Ads-B Authentication System And Method	4/7/2006
US	11/442,010	Method And Apparatus For Dissipating Heat, And Radar Antenna Containing Heat Dissipating Apparatus	5/26/2006
US	11/584,800	Distributed Security Architecture	10/20/2006
US	11/573,652	Method And Apparatus For Propping Devices	2/13/2007
US	11/684,048	System For Detection And Prediction Of Water Quality Events	3/9/2007
US	11/684,054	System For Detection And Prediction Of Water Nitrification	3/9/2007
US	11/736,230	A System And Method For Multilaterating A Position Of A Target Using Mobile Remote Receiving Units	4/17/2007
US	11/778,992	A Lightweight Broadband Multichannel Detector With Signal And Jamming Discrimination	7/17/2007
US	60/982,855	Method Of Integrating Point Mass Equations To Merge Vertical And Horizontal Profiles	10/26/2007
US	12/018,824	Automatic Determination Of Major Tax-Paths From Aircraft Surveillance Data	1/24/2008
US	12/146,857	Method Of Integrating Point Mass Equations To Merge Vertical And Horizontal Profiles	6/26/2008
US	61/084,088	Data Correlation And Prediction Algorithm	7/28/2008
US	61/100,850	Compact Beacon Radar And Full Atc Services System	9/29/2008
US	61/121,296	Dipole With Reflector And Circular Array Utilizing Ground Plane And Reflector Symmetry To Incorporate Integrated Electronics	12/10/2008
US	12/396,983	Dipole With Reflector And Circular Array Utilizing Ground Plane And Reflector Symmetry To Incorporate Integrated Electronics	3/3/2009
US	61/175,552	A Method To Measure The 1090 Mhz Interference Environment	5/5/2009
US	61/179,948	Technology Concepts For Corpse/medic Medical Assistance	5/20/2009
US	61/181,459	Method To Enhance Passive Transponder Multilateration Systems Based On Time Lag Of Arrival (Tloa) Measurements	5/27/2009
US	61/218,516	Compact Beacon Radar And Full Atc Services System	6/19/2009
WO	US08/073975	Method And Apparatus For Propping Devices, And Support Devices	8/22/2008

**SCHEDULE B
TO
AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY
AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS**

None