

## 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
PROCON FLEET SERVICES, LLC		10/26/2011	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054-1191		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Serial Number:	85141836	TEMPDEFENDER	
Serial Number:	85245059	PLUG & PLAY GPS TRACKING	
Serial Number:	85234324	VR VEHICLE RECOVER	
Serial Number:	85234192	VR VEHICLE RECOVER	
Serial Number:	85158111	TEMPDEFENDER	
Registration Number:	3403513	TOYOCOMMAND	
Registration Number:	3403512	TOYOFENCE	
Registration Number:	3403511	INSTACOMMAND	
Registration Number:	3403510	INSTAFENCE	
Registration Number:	3529077	DRIVEOK	
Serial Number:	77932460	THEFT ALERT	
Serial Number:	77590411	GREENGPS	
Serial Number:	77590395	GREENGPS	
Registration Number:	3941658	SATTRACK	

TRADEMARK

Registration Number:	3825158	TING MY AUTO
Registration Number:	3825157	TING MY AUTO
Registration Number:	3825149	BIKE GPS TRACKING
Registration Number:	3704822	FLEETLOCATE
Registration Number:	3688459	RENTALSTAR GPS
Registration Number:	3723503	RENTALSTAR GPS
Registration Number:	3624243	CONTRACTOR GPS
Registration Number:	3555126	CONTRACTOR GPS
Registration Number:	3661605	POSI-TRACK
Registration Number:	3535176	POSI-TRACK
Registration Number:	3532760	CONTRACTOR GPS
Registration Number:	3532759	CONTRACTOR GPS
Registration Number:	3494645	SAT TRACK
Registration Number:	3487073	SAT TRACK
Registration Number:	2993430	POWERED BY SAT
Registration Number:	3932265	SATTRACK
Registration Number:	3626794	VEHICLEPATH
Registration Number:	3721371	V VEHICLEPATH REAL-TIME GPS VEHICLE TRACKING
Serial Number:	85134246	V VEHICLEPATH REAL-TIME GPS VEHICLE TRACKING

**CORRESPONDENCE DATA**

Fax Number: (858)638-5016  
Phone: 8586771416  
Email: lisa.ortiz@dlapiper.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: DLA PIPER LLP (US)  
Address Line 1: ATTN: LISA ORTIZ  
Address Line 2: 4365 EXECUTIVE DRIVE, SUITE 1100  
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	354271-000352
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	01/10/2012

Total Attachments: 6  
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**TRADEMARK**  
**REEL: 004695 FRAME: 0899**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and PROCON FLEET SERVICES, LLC ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and the other Borrowers party thereto dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, 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 re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1350 Reynolds Ave.  
Irvine, CA 92614

Attn: [Signature]

GRANTOR:

PROCON FLEET SERVICES, LLC

By: [Signature]

Title: CFO

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By: [Signature]

Title: RELATIONSHIP MANAGER

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File/ Registration Date</u>
TEMPDEFENDER	85141836	09/30/10
PLUG & PLAY GPS TRACKING	85245059	02/17/11
VR VEHICLE RECOVER	85234324	02/04/11
VR VEHICLE RECOVER	85234192	02/04/11
TEMPDEFENDER	85158111	10/21/10
TOYOCOMMAND	3403513	03/25/08
TOYOFENCE	3403512	03/25/08
INSTACOMMAND	3403511	03/25/08
INSTAFENCE	3403510	03/25/08
DRIVEOK	3529077	11/04/08
THEFT ALERT	77932460	02/10/10
GREENGPS	77590411	10/10/08
GREENGPS	77590395	10/10/08
SATTRACK	3941658	04/05/11
TING MY AUTO	3825158	07/27/10
TING MY AUTO	3825157	07/27/10
BIKE GPS TRACKING	3825149	07/27/10
FLEETLOCATE	3704822	11/03/09
RENTALSTAR GPS	3688459	09/29/09
RENTALSTAR GPS	3723503	12/08/09
CONTRACTOR GPS	3624243	05/19/09
CONTRACTOR GPS	3555126	12/30/08
POSI-TRACK	3661605	07/28/09
POSI-TRACK	3535176	11/18/08
CONTRACTOR GPS	3532760	11/11/08



CONTRACTOR GPS	3532759	11/11/08
SAT TRACK	3494645	09/02/08
SAT TRACK	3487073	08/19/08
POWERED BY SAT	2993430	09/06/05
SAT TRACK	3932265	05/15/11
VEHICLEPATH	3626794	05/26/09
VEHICLEPATH REALTIME GPS VEHICLE TRACKING (AND DESIGN)	3721371	12/08/09
VEHICLEPATH REALTIME GPS VEHICLE TRACKING (AND DESIGN)	85134246	09/21/10
THERMOTRACK GPS	Not yet filed	
OPTIX	Not yet filed	
REVEAL	Not yet filed	