

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
PROCONGPS, INC.		10/26/2011	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	85387256	PLATFORM 7
Serial Number:	85387174	PLATFORM 7
Registration Number:	3996162	LOAN +
Registration Number:	3996060	LOANPLUS
Serial Number:	85127922	THE SHUTTLE
Registration Number:	3939293	THE DECOY
Registration Number:	3918232	THE ROCKETGPS
Registration Number:	3294139	SYSLOCATE
Registration Number:	3330461	MOBILE SECURE ZONE
Serial Number:	77882150	REPO TRACE
Serial Number:	77882187	REPO TRACE
Serial Number:	77841552	THE VAULT
Serial Number:	77882200	REPOTRACK
Serial Number:	77882171	REPOTRACK

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Registration Number:	3867482	REPO TRACE
Registration Number:	3866774	REPO TRACE
Registration Number:	3692364	THE CUBE
Registration Number:	3535194	GOLDSTAR GPS
Registration Number:	3535177	GOLDSTAR GPS
Registration Number:	3450560	TRAKSMS
Registration Number:	3635868	TRAKSMS

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: 5
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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 PROCONGPS, INC. ("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 and Grantor 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: *Ken King*

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

GRANTOR:

PROCONGPS, INC.

By: *[Signature]*

Title: *CEO*

BANK:

SILICON VALLEY BANK

By: *[Signature]*

Title: *RELATIONSHIP MANAGER*

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Apparatus and method for simulating a vehicle tracking device in a vehicle	12914540	10/28/10
Method for retrieving vehicular collateral	6025774	02/15/00
Method for retrieving vehicular collateral	6249217	06/19/01

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
PLATFORM 7	85387256	08/02/11
PLATFORM 7	85387174	08/02/11
LOAN +	3996162	07/19/11
LOANPLUS	3996060	07/19/11
THE SHUTTLE	85127922	09/13/10
THE DECOY	3939293	03/29/11
THE ROCKETGPS	3918232	02/08/11
SYSLOCATE	3294139	09/18/07
MOBILE SECURE ZONE	3330461	11/06/07
REPO TRACE	77882150	11/30/09
REPO TRACE	77882187	11/30/09
THE VAULT	77841552	10/05/09
REPOTRACK	77882200	11/30/09
REPOTRACK	77882171	11/30/09
REPO TRACE	3867482	10/26/10
REPO TRACE	3866774	10/26/10
THE CUBE	3692364	10/06/09
GOLDSTAR GPS	3535194	11/18/08
GOLDSTAR GPS	3535177	11/18/08
TRAKSMS	3450560	06/17/08
TRAKSMS	3635868	06/09/09