

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
ENFOTRACEGPS, 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: 11

Property Type	Number	Word Mark
Serial Number:	85423187	THE WEDGE
Serial Number:	85405618	RIDERS EYE
Serial Number:	85405541	RIDERS EYE
Registration Number:	3866889	ENFOTRACE
Registration Number:	3969196	EYEONYOU
Registration Number:	3969195	EYEWATCH
Registration Number:	3969194	RENTALEYE
Registration Number:	3969193	SOLAREYE
Registration Number:	3969192	LENDERSEYE
Registration Number:	3969190	LOGGEREYE
Registration Number:	3969191	RIDERSEYE

CORRESPONDENCE DATA

Fax Number: (858)638-5016
 Phone: 8586771416

TRADEMARK
 REEL: 004696 FRAME: 0001

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 95054

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 ENFOTRACEGPS, 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, 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.

GRANTOR:

Address of Grantor:

ENFOTRACEGPS, INC.

1350 Reynolds Ave.
Irvine, CA 92614

By: [Signature]

Attn: [Signature]

Title: CFO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: [Signature]

Attn: _____

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>
Security cable monitoring system	61489355	05/24/11
Security cable monitoring system	61489504	05/24/11
Battery monitoring system	61489347	05/24/11
Battery monitoring system	61489520	05/24/11

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File/ Registration Date</u>
THE WEDGE	85423187	09/15/11
RIDERS EYE (AND DESIGN)	85405618	08/24/11
RIDERS EYE (AND DESIGN)	85405541	08/24/11
ENFOTRACE	3866889	10/26/10
EYEONYOU	3969196	05/31/11
EYEWATCH	3969195	05/31/11
RENTALEYE	3969194	05/31/11
SOLAREYE	3969193	05/31/11
LENDERSEYE	3969192	05/31/11
LOGGEREYE	3969190	05/31/11
RIDERSEYE	3969191	05/31/11
ENFOTRACE (AND DESIGN)	Not yet filed	
ENFOTRACE (AND DESIGN)	Not yet filed	