

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
LOC-AID Technologies, Inc.	03/12/2008

RECEIVING PARTY DATA

Name:	H.I.G. Venture Partners II, L.P.
Street Address:	1001 Brickell Bay Drive, 27th Floor
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131

Name:	H.I.G. Ventures - Loc-Aid, Inc.
Street Address:	1001 Brickell Bay Drive, 27th Floor
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131

Name:	Intersouth Partners VI, L.P.
Street Address:	406 Blackwell Street, Suite 200
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	11067790
Application Number:	11068536
Application Number:	11067817
Application Number:	11068219
Application Number:	11394681

PATENT

500485606

REEL: 020638 FRAME: 0331

CH \$360.00 11067790

Application Number:	11517846
Application Number:	11805078
Patent Number:	7206568
PCT Number:	US0773049

CORRESPONDENCE DATA

Fax Number: (973)912-7199

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (973) 912-7100

Email: jjasaitis@sonnenschein.com

Correspondent Name: James Jasaitis

Address Line 1: 101 JFK Parkway

Address Line 2: Sonnenschein Nath & Rosenthal

Address Line 4: Short Hills, NEW JERSEY 07078

ATTORNEY DOCKET NUMBER:

8010710-002

NAME OF SUBMITTER:

Matthew E. Hanley

Total Attachments: 12

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PATENT SECURITY AGREEMENT dated as of March 12, 2008 (this "*Agreement*"), among LOC-AID Technologies, Inc., a Delaware corporation (the "*Company*"), and the parties listed under the caption "Secured Parties" on the signature pages hereto (each a "*Secured Party*" and, collectively, the "*Secured Parties*").

Pursuant to Convertible Promissory Notes in the aggregate principal amount of \$2,000,000, dated the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "*Secured Notes*") issued by the Company in favor of the Secured Parties, the Secured Parties have agreed to advance \$2,000,000 to the Company.

In order to secure the full and punctual payment of the secured obligations in accordance with the terms under the Secured Notes and to secure the performance of the obligations of the Company thereunder (collectively, the "*Secured Obligations*"), the Company is required to execute and deliver this Agreement and to grant to the Secured Parties a continuing security interest in and to all of the Patent Collateral (as defined below).

The Company has duly authorized the execution, delivery and performance of this Agreement.

AGREEMENTS

For good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to make the loan to the Company pursuant to the Secured Notes, the parties agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Secured Notes.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Company does hereby mortgage, pledge and assign to the Secured Parties, and grant to the Secured Parties, a continuing security interest in, all of the following property (the "*Patent Collateral*"), whether now or hereafter owned, acquired or existing:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Attachment 1 hereto;

(b) all patent licenses;

(c) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexamination certificates of any of the items described in the foregoing clause (a); and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or

future infringements of any patent or patent application, including any patent or patent application referred to in clauses (a) and (c) above, and for breach or enforcement of any patent license, and all rights corresponding thereto throughout the world.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Company in the Patent Collateral with the United States Patent and Trademark Office and corresponding patent offices in other countries of world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Parties under the Secured Notes and the Security Agreement dated as of the date hereof by and among the Company and the Secured Parties. The Secured Notes (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. This Agreement shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Notes.

Section 4. Release of Security Interest. Upon payment in full, or conversion of, all Secured Obligations and the termination of all obligations under the Secured Notes, the Secured Parties shall, at the Company's expense, execute and deliver to the Company all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

Section 5. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Secured Notes, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

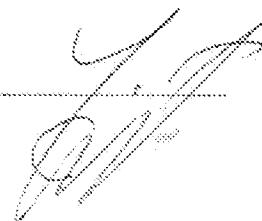
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LOC-AID TECHNOLOGIES, INC.

By: _____

Name: *ISADAS SUBIT*

Title: *CEO*



SECURED PARTIES:

H.I.G. VENTURE PARTNERS II, L.P.

By: H.I.G. Venture Advisors II, L.L.C.,
General Partner

By: H.I.G.-GPH, Inc.,
Manager

By: _____

Name:

Title:

Address: 1001 Brickell Bay Drive, 27th Floor
Miami, Florida 33131

H.I.G. VENTURES - LOC-AID, INC.

By: _____

Name:

Title:

Address: 1001 Brickell Bay Drive, 27th Floor
Miami, Florida 33131

[Signature page to Patent Security Agreement]

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

LOC-AID TECHNOLOGIES, Inc.

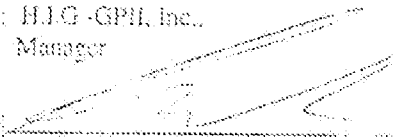
By: _____
Name:
Title:

SECURED PARTIES:

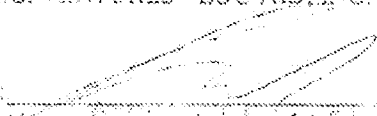
H.I.G. VENTURE PARTNERS II, L.P.

By: H.I.G. Venture Advisors II, L.L.C.,
General Partner

By: H.I.G. - GP II, Inc.,
Manager

By: 
Name: Richard Siegel
Title: Authorized Signatory
Address: 1001 Brickell Bay Drive, 27th Floor
Miami, Florida 33131

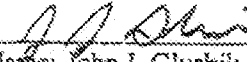
H.I.G. VENTURES - LOC-AID, INC.

By: 
Name: Richard Siegel
Title: Authorized Signatory
Address: 1001 Brickell Bay Drive, 27th Floor
Miami, Florida 33131

[Signature page to Patent Security Agreement]

INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, LLC,
General Partner

By: 
Name: John J. Glushik
Title: Member, acting pursuant to Power of
Attorney
Address: 406 Blackwell Street, Suite 200
Durham, N.C. 27701

[Signature page to Patent Security Agreement]

ATTACHMENT I

The Company has filed the following patent applications:

- a. Docket #: 62596
 METHOD AND SYSTEM FOR MONITORING LOCATION OF A CELLULAR
 PHONE IN RELATION TO A PREDEFINED GEOGRAPHIC AREA WITH
 AUTOMATIC NOTATION OF BOUNDARY VIOLATIONS

Country: Argentina
Filing Date: April 26, 2005
Application #: 050101639
Status: Pending

Country: Chile
Filing Date: May 18, 2005
Application #: 1175-2005
Status: Pending

Country: Patent Cooperation Treaty
Filing Date: March 14, 2005
Application #: US05/08555
Publication Date: September 29, 2005
Publication #: WO2005/089312
Status: Published/Abandoned

Country: Peru
Filing Date: April 28, 2005
Application #: 486.2005
Status: Abandoned

Country: United States of America
Filing Date: February 28, 2005
Application #: 11/067,790
Publication Date: September 15, 2005
Publication #: US-2005-0202830-A1
Status: Abandoned

Country: United States of America
Filing Date: March 15, 2004
Application #: 60/553,239

Status: Abandoned

b. Docket #: 62597

SYSTEM AND METHOD FOR DETERMINATION OF MEETING PLACE
UTILIZING TELEPHONE AUTO LOCATION SYSTEM

Country: Argentina
Filing Date: April 26, 2005
Application #: 050101640
Status: Pending

Country: Chile
Filing Date: May 18, 2005
Application #: 1176-2005
Status: Pending

Country: Patent Cooperation Treaty
Filing Date: March 14, 2005
Application #: US05/08554
Publication Date: September 29, 2005
Publication #: WO2005/089311
Status: Published/Abandoned

Country: Peru
Filing Date: April 28, 2005
Application #: 485,2005
Status: Pending

Country: United States of America
Filing Date: February 28, 2005
Application #: 11/068,536
Status: Abandoned

Country: United States of America
Filing Date: March 15, 2004
Application #: 60/553,242
Status: Abandoned

c. Docket #: 62598

TELEPHONE USER INTERFACE FOR EFFICIENT SELF-LOCATION OF MOBILE PHONE

Country: United States of America
Filing Date: February 28, 2005
Application #: 11/067,817
Publication Date: September 15, 2005
Publication #: US-2005-0202831-A1
Status: Abandoned

Country: United States of America
Filing Date: March 15, 2004
Application #: 60/553,240
Status: Abandoned

d. Docket #: 62599

METHOD FOR PROVIDING PRIVACY OPTION TO USERS OPERATING WITHIN A WIRELESS DEVICE LOCATION IDENTIFYING ENVIRONMENT

Country: United States of America
Filing Date: March 15, 2004
Application #: 60/553,227
Status: Abandoned

e. Docket #: 62600

PRIVACY FEATURES FOR A CELLULAR TELEPHONE LOCATION IDENTIFICATION SYSTEM

Country: Patent Cooperation Treaty
Filing Date: March 14, 2005
Application #: US05/085556
Publication Date: September 29, 2005
Publication #: WO2005/089313
Status: Abandoned

Country: United States of America
Filing Date: February 28, 2005
Application #: 11/068,219

Publication Date: September 15, 2005
Publication #: US-2005-0202832-A1
Status: Abandoned

Country: United States of America
Filing Date: March 15, 2004
Application #: 60/553,226
Status: Abandoned

f. Docket #: 62601

SYSTEM AND METHOD FOR EXCHANGE OF GEOGRAPHIC LOCATION AND USER PROFILES OVER A WIRELESS NETWORK

Country: Patent Cooperation Treaty
Filing Date: March 14, 2005
Application #: US05/008558
Publication Date: September 29, 2005
Publication #: WO2005/089314
Status: Abandoned

Country: United States of America
Filing Date: February 28, 2005
Patent #: 7,206,568
Publication Date: September 15, 2005
Publication #: US-2005-0202817-A1
Status: Issued

Country: United States of America
Filing Date: March 15, 2004
Application #: 60/553,241
Status: Abandoned

g. Docket #: 63262

CELLULAR TELEPHONE NETWORK LOCATION REQUESTING GATEWAY

Country: Argentina
Filing Date: April 5, 2006
Application #: 06/104,087
Status: Pending

Country: Brazil
Filing Date: April 15, 2006
Application #: 018070068020
Status: Pending

Country: Canada
Filing Date: April 15, 2006
Application #: PCT/US2006/12538
Status: Awaiting

Country: Chile
Filing Date: September 13, 2006
Application #: 2424-2006
Status: Pending

Country: Mexico
Filing Date: April 5, 2006
Application #: MX/A/2007/012723
Status: Pending

Country: PCT
Filing Date: April 15, 2006
Application #: US 06/012538
Status: Abandoned

Country: Peru
Filing Date: August 25, 2006
Application #: 1033.2006
Status: Pending

Country: United States of America
Filing Date: March 31, 2006
Application #: 11/394,681
Status: Pending

Country: United States of America
Filing Date: April 13, 2005
Application #: 60/670,935
Status: Abandoned

h. Docket #: 64129

A METHOD AND APPARATUS FOR DEVELOPING LOCATION-BASED
APPLICATIONS UTILIZING A STANDARDIZED LOCATION-BASED PLATFORM

Country: United States of America
Filing Date: April 13, 2005
Application #: 60/670,935
Status: Abandoned

Country: Argentina
Filing Date: September 8, 2006
Application #: 060103916
Status: Pending

Country: Brazil
Filing Date: TBD
Application #: TBD
Status: Pending

Country: Canada
Filing Date: TBD
Application #: TBD
Status: Pending

Country: Chile
Filing Date: September 8, 2006
Application #: 2360-2006
Status: Pending

Country: Mexico
Filing Date: TBD
Application #: TBD
Status: Pending

Country: PCT
Filing Date: September 8, 2006
Application #: US06/34832
Status: Abandoned

Country: Peru
Filing Date: September 8, 2006
Application #: 1084.2006
Status: Pending

Country: United States of America
Filing Date: September 8, 2006

Application #: 11/517,846
Status: Pending

Country: United States of America
Filing Date: September 9, 2005
Application #: 60/715,848
Status: Pending

i. Docket #: 65735

SYSTEM AND METHOD FOR GENERATING USE STATISTICS FOR LOCATION-
BASED APPLICATIONS

Country: Argentina
Filing Date: July 10, 2007
Application #: 070103067
Status: Pending

Country: Chile
Filing Date: July 11, 2007
Application #: 2016-2007
Status: Pending

Country: PCT
Filing Date: July 9, 2007
Application #: US07/073049
Status: Pending

Country: Peru
Filing Date: July 12, 2007
Application #: 899-2007
Status: Pending

Country: United States of America
Filing Date: May 22, 2007
Application #: 11/805,078
Status: Pending

Country: United States of America
Filing Date: July 12, 2006
Application #: 60/830,367
Status: Abandoned