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DEPARTMENT OF COMMERCE
Patent and Trademark Office

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RECORDATION
PATENT

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents at the address(es) below.

1. Name of conveying party(ies)
 Teletrac, Inc.
 2201 Brookhollow Plaza, Suite 125
 Arlington, Texas 76006

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Barclays Bank PLC
 Internal Address: 5 The North Colonnade
 Street Address: 5 The North Colonnade
 City: Canary Wharf
 State: London
 Country: United Kingdom Zip: E14 4BB

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
 Execution Date(s) February 25, 2010

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s) _____
 B. Patent No.(s) _____
5,778,315; 6,049,711 and 5,802,454

Additional numbers attached? Yes No

6. Total number of applications and patents involved: 3

5. Name and address to whom correspondence concerning document should be mailed:
 Name: Gary Serbin
 Internal Address: Lovells LLP
 Street Address: 590 Madison Avenue
 City: New York
 State: New York Zip: 10022
 Phone Number: (212) 909-0659
 Fax Number: (212) 909-0660
 Email Address: Gary.Serbin@Lovells.com

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
 Deposit Account Number 504767
 Authorized User Name Gary Serbin

9. Signature: Gary Serbin
 Signature
 Gary Serbin
 Name of Person Signing

Date: 3/1/10
 03/05/2010 MJAMA1 0000041504767 5778.15
 Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Agreement"), dated as of February 25, 2010, is entered into by and between TELETRAC, INC., a Delaware corporation (the "Grantor"), and BARCLAYS BANK PLC, as security agent for certain beneficiaries (in such capacity the "Security Agent").

WHEREAS, pursuant to the Security Agreement (as defined below), the Grantor is granting a security interest to the Security Agent in substantially all of its personal property whether now owned or existing or hereafter acquired or arising and wherever located, including the Patents (as defined below) listed on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Security Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement, dated as of February 1, 2010, between, among others, the Grantor and the Security Agent as amended, supplemented and in effect from time to time, (as so amended, supplemented and in effect, the "Security Agreement").

SECTION 2. Grant of Security Interest in Patent Collateral. To secure the Secured Liabilities, the Grantor hereby pledges and grants to the Security Agent, for the benefit of the Beneficiaries, a security interest in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, "Patents"), including, but not limited to, each patent and patent application referred to on Schedule A hereto (as such schedule may be amended or supplemented from time to time);
- (b) all agreements providing for the granting of any right in or to Patents (whether the Grantor is licensee or licensor thereunder) including those referred to on Schedule A hereto (collectively, "Patent Licenses");
- (c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof;
- (d) all rights corresponding thereto throughout the world;
- (e) all inventions and improvements described therein;
- (f) all rights to sue for past, present and future infringements thereof;
- (g) all licenses, claims, damages, and proceeds of suit arising therefrom; and
- (h) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the applicable Beneficiaries pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of

which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Modification of Agreement. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. The Security Agent may modify this Agreement, after obtaining the Grantor's approval or signature to such modification, to include a reference to any right, title or interest in any existing Patent or Patent License or any Patent or Patent License acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which the Grantor no longer has or claims any right, title or interest.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

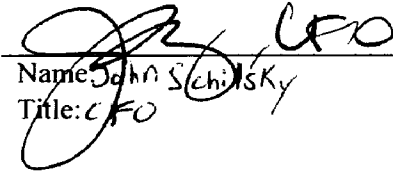
SECTION 6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Security Agent and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Security Agent assign any right, duty or obligation hereunder. Any purported assignment without such prior written consent shall be considered null, void and of no effect.

SECTION 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

TELETRAC, INC.

By:  CFO
Name: John Schilsky
Title: CFO

BARCLAYS BANK PLC,
as the Security Agent

By:



Name:

N. PROBSEN

Title:

DIRECTOR

PATENT SECURITY AGREEMENT

U.S. REGISTERED PATENTS AND APPLICATIONS

Description	Reference	Filed	Serial #	Issue Date	Patent #	Status
Integrated mobile unit location services and cellular telephone services	33683	16 May 1995	08/442,194	7 Jul 1998	5,778,315	Issued
Method and apparatus for providing location-based information services	33685	23 Aug 1995	08/518,141	11 Apr 2000	6,049,711	Issued
Remotely distributed location and messaging system	33686	15 Dec 1995	08/573,066	1 Sept 1998	5,802,454	Issued