

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Zoombak, LLC	02/18/2011
RECEIVING PARTY DATA	
Name:	Securus Acquisition Sub, Inc.
Street Address:	543 Keisler Drive
Internal Address:	Suite 104
City:	Cary
State/Country:	NORTH CAROLINA
Postal Code:	27518
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	12276246
Application Number:	90010661
Application Number:	90010660
PCT Number:	US0962625
CORRESPONDENCE DATA	
Fax Number:	(919)821-6800
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919-821-6734
Email:	bfricks@smithlaw.com
Correspondent Name:	Blake Simpson Fricks
Address Line 1:	PO Box 2611
Address Line 4:	Raleigh, NORTH CAROLINA 27602
NAME OF SUBMITTER:	Blake Simpson Fricks
Total Attachments: 4	
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PATENT
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Assignment of Patents

ASSIGNMENT OF PATENTS made as of this 18 day of February, 2011, by Zoombak, LLC, a Delaware limited liability company with its principal place of business at 1000 Chesterbrook Boulevard, Berwyn PA 19312 ("Assignor"), to Securus Acquisition Sub, Inc., a North Carolina corporation with its principal place of business at 543 Keisler Drive, Suite 104, Cary, North Carolina 27518 ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of February 18, 2011 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the patents of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including without limitation, the patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Patents").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles of conflicts of laws thereof.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents as of the date first above written.

ZOOMBAK, LLC,
a Delaware limited liability company

By: C. M. Waggy
Name: Craig M. Waggy
Title: EVP

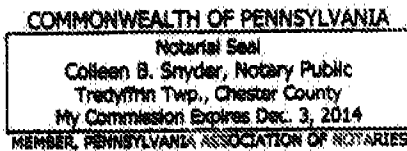
[SEAL]

State of Pennsylvania }
County of Chester } ss.:

On this 18th day of February, 2011, before me, Colleen B. Snyder personally appeared Craig M. Waggy EVP of Zoombak, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Colleen B. Snyder
Notary Public



AGREED AND ACCEPTED:

SECURUS ACQUISITION SUB, INC.,
a North Carolina corporation

By: 

Name: Christopher D. Newton

Title: President and Chief Executive Officer

[Signature Page to Assignment of Patents.]

SCHEDULE A**SCHEDULE A**

TITLE	COUNTRY	STATUS	FILING DATE	APPLICATION #
Geo-Fence with Minimal False Alarms	US	Published	11/21/2008	12/276,246
Method for Retrieving Vehicular Collateral	US	Pending - REEXAM	9/23/2009	90/010,661
Method for Retrieving Vehicular Collateral	US	Pending - REEXAM	8/31/2009	90/010,660
Geo-Fence with Minimal False Alarms	PCT	Published	10/29/2009	PCT/US2009/062625