

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
Omnilink Systems Inc.	04/27/2009
RECEIVING PARTY DATA	
Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12639524
CORRESPONDENCE DATA	
Fax Number:	(408)852-4475
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4088417195
Email:	dsanchezbentz@virtuallawpartners.com
Correspondent Name:	Diana Sanchez Bentz, Legal Specialist
Address Line 1:	Virtual Law Partners LLP
Address Line 2:	235 Victoria Drive
Address Line 4:	Gilroy, CALIFORNIA 95020
ATTORNEY DOCKET NUMBER:	SVB-OMNILINK-PATENT
NAME OF SUBMITTER:	Diana Sanchez Bentz
Total Attachments: 7 source=SVB_Omnilink_IPSA#page1.tif source=SVB_Omnilink_IPSA#page2.tif source=SVB_Omnilink_IPSA#page3.tif source=SVB_Omnilink_IPSA#page4.tif source=SVB_Omnilink_IPSA#page5.tif source=SVB_Omnilink_IPSA#page6.tif source=SVB_Omnilink_IPSA#page7.tif	

OP \$40.00 12639524

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 27, 2009 by and between SILICON VALLEY BANK ("Bank") and OMNILINK SYSTEMS INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has made certain advances of money and extended 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 June 29, 2007, as amended by that certain First Amendment to Loan and Security Agreement by and between Bank and Borrower dated as of June 30, 2008, and as amended by that certain Second Amendment to Loan and Security Agreement by and between Bank and Borrower dated as of January 31, 2009 (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to enter into that certain Third Amendment to Loan and Security Agreement dated of even date herewith by and between Bank and 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 (as each term is described below) 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

[Signature Page Follows.]

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:

6120 Windward Parkway, Suite 100
Alpharetta, Georgia 30005
Attn: Charles Pearson

OMNILINK SYSTEMS INC.

By: W. Kell
Name: Wain Kellum
Title: CEO



BANK:

Address of Bank:

3353 Peachtree Road, N.E., Suite M-10
Atlanta, Georgia 30326
Attn: Thomas Armstrong

SILICON VALLEY BANK

By: [Signature]
Name: Thomas Armstrong
Title: Vice President

EXHIBIT A

Copyrights

Description

Patent/
Application
Number

Issue/
Application
Date

N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM AND METHOD FOR TRACKING, MONITORING, COLLECTING, REPORTING AND COMMUNICATING WITH THE MOVEMENT OF INDIVIDUALS	12/639524 20100222073	12/16/2009 09/02/2010
SYSTEM AND METHOD FOR MONITORINGALARMS AND RESPONDING TO THEMOVEMENT OF INDIVIDUALS AND ASSETS	12/350678* 7,864,047	1/8/2009
SYSTEM AND METHOD OF TRACKING THEMOVEMENT OF INDIVIDUALS AND ASSETS	11/935858*	11/6/2007
SYSTEM AND METHOD FOR MONITORINGALARMS AND RESPONDING TO THEMOVEMENT OF INDIVIDUALS AND ASSETS	7518500* 11/935833	04/14/2009 11/6/2007
SYSTEM AND METHOD FOR TRACKING,MONITORING, COLLECTING, REPORTING ANDCOMMUNICATING WITH THE MOVEMENT OFINDIVIDUALS	10/591830*	09/06/2006
OFFENDER MONITOR	D578918* 29279448	10/21/2008 05/01/2007
SYSTEM AND METHOD OF TRACKING THEMOVEMENT OF INDIVIDUALS AND ASSETS	WO2006122004	08/05/2006
SYSTEM AND METHOD FOR MONITORINGALARMS AND RESPONDING TO THEMOVEMENT OF INDIVIDUALS AND ASSETS	WO2006121930	08/05/2006
SYSTEM AND METHOD FOR TRACKINGMONITORING, COLLECTING, REPORTING ANDCOMMUNICATING WITH THE MOVEMENT OFINDIVIDUALS	WO2006108077	08/05/2006

* IP subject to a previous Security Agreement between the parties and not filed in connection with the present Intellectual Property Security Agreement.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
OMNILINK	3156898* 78626004	10/17/2006 05/09/2005
FOCALPOINT	3545293* 78873454	12/09/2008 05/01/2006
I (Abandoned)	78805380**	02/02/06
CHECKPOINT (Abandoned)	78805664**	02/02/06

* IP subject to a previous Security Agreement between the parties and not filed in connection with the present Intellectual Property Security Agreement.

** Abandoned Trademark applications not filed in connection with the present Intellectual Property Security Agreement.

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A