

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																										
CONVEYING PARTY DATA																											
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RECEIVING PARTY DATA																											
<table border="1"><tr><td>Name:</td><td>Sapinda UK Limited</td></tr><tr><td>Street Address:</td><td>25 Park Lane</td></tr><tr><td>City:</td><td>London</td></tr><tr><td>State/Country:</td><td>UNITED KINGDOM</td></tr><tr><td>Postal Code:</td><td>W1K 1RA</td></tr></table>		Name:	Sapinda UK Limited	Street Address:	25 Park Lane	City:	London	State/Country:	UNITED KINGDOM	Postal Code:	W1K 1RA																
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PATENT  
REEL: 026787 FRAME: 0311

Patent Number:	D440954
Application Number:	11486989
Application Number:	12399151
Application Number:	12792572
Application Number:	12818453
Application Number:	12875988
Application Number:	61321788

#### CORRESPONDENCE DATA

Fax Number: (302)636-5454  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-408-3121 x2348  
 Email: jpaterso@cscinfo.com  
 Correspondent Name: Corporation Service Co.-J. Paterson  
 Address Line 1: 1090 Vermont Avenue NW, Suite 430  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 886786-5

NAME OF SUBMITTER: Jean Paterson

#### Total Attachments: 25

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), dated as of August 19, 2011, is made by SECUREALERT, INC., a Utah corporation ("SecureAlert"), SECUREALERT MONITORING, INC., a Utah corporation ("SMI"), MIDWEST MONITORING AND SURVEILLANCE, INC., a Minnesota corporation ("Midwest"), COURT PROGRAMS, INC., a Mississippi corporation ("CPI"), and COURT PROGRAMS OF FLORIDA, INC., a Florida corporation ("CPIF"), together with SecureAlert, SMI, Midwest, CPI, CPIF and any additional Person that may hereafter be added to this Agreement as a grantor, each individually a "Grantor" and collectively, the "Grantors"), each with an address at 150 West Civic Center Drive, Suite 400, Sandy, Utah 84070, in favor of SAPINDA UK LIMITED, a limited liability company organized under the laws of the United Kingdom, in its capacity as collateral agent for the Finance Parties (together with any successors and assigns thereto in such capacity, "Agent"), having an address at 25 Park Lane, W1K 1RA, London, United Kingdom.

## RECITALS

A. SecureAlert, SMI and Midwest (collectively, "Borrowers") and Sapinda UK Limited, in its capacities as a "Lender" and as "Agent," are parties to that certain "Loan and Security Agreement" of even date herewith (as the same may be amended, modified, supplemented, restated or replaced from time to time, the "Loan Agreement"), pursuant to which Lender agreed to make certain Loans or extensions of credit available to Borrowers upon the terms and conditions set forth in the Loan Agreement. Capitalized terms used in this Agreement that are not defined herein shall have the respective meanings given in the Loan Agreement.

B. Pursuant to that certain General Continuing Guaranty and Security Agreement of even date herewith, CPI and CPIF absolutely and unconditionally guaranteed the Obligations of the Loan Parties to the Finance Parties under the Loan Documents.

C. Each Grantor has granted to Agent, as the collateral agent for the benefit of the Finance Parties, Liens in all of such Grantor's personal property, including without limitation all of such Grantor's Intellectual Property and specifically including all of each Grantor's issued United States patents, all of each Grantor's registered trademarks and copyrights and all of each Grantor's filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "US Intellectual Property").

D. Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the US Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Loan Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto incorporate herein by reference the statements set forth in the above Recitals and agree as follows:

1. **Grant of Security Interest in Intellectual Property Collateral.** Without limiting any other grant of security interest or Lien by any Grantor in any Collateral under the Loan Agreement or any other Loan Document, to secure the prompt and complete payment and performance of all Obligations when due (whether due because of stated maturity, acceleration, mandatory prepayment or otherwise), each Grantor hereby assigns, pledges and grants to Agent, on behalf of and for the ratable benefit of the Finance Parties, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor (including under any trade name or derivations thereof), all whether now owned and/or existing or hereafter created, arising and/or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its registered United States copyrights and filed United States copyright applications, and all rights corresponding to any of the foregoing throughout the world, including, without limitation, those registered copyrights and copyright applications referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks (including service marks) and filed United States trademark applications, all trade names, trade dress and trade styles, and all rights corresponding to any of the foregoing throughout the world, including, without limitation, those registered trademarks and trademark applications referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its issued United States patents and filed United States patent applications, all inventions and improvements described and claimed therein, all reissues, divisions, continuations, renewals, extensions, reexaminations, and continuations-in-part thereof, and all rights corresponding to any of the foregoing throughout the world, including without limitation those issued patents and patent applications referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all trade secrets and all other confidential or proprietary information and know-how, whether or not reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to the foregoing, and all rights corresponding to any of the foregoing throughout the world;

(f) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles

that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor;

(g) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and

(h) any and all licensing agreements or similar arrangements in and to any of the foregoing;

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of the Finance Parties to make extensions of credit to any Grantor under the Loan Agreement or any other Loan Document is terminated.

2. **Loan Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to Agent or the other Finance Parties pursuant to the Loan Agreement or any other Loan Document, and Grantors hereby acknowledge and agree that the rights and remedies of Agent and the other Finance Parties with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. **Registration/Filing.** This Agreement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable. Grantors authorize and request that the Commissioner of Patents and Trademarks, as applicable, record this Agreement.

4. **Grantors Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

5. **Agreement to Deliver Supplements.** Each Grantor hereby covenants and agrees that promptly upon the acquisition by such Grantor of any new US Intellectual Property (including any issuance of any United States patent arising out of any filed United States patent application, any registration of any United States trademark arising out of any filed United States trademark application or any registration of any United States copyright arising out of any filed United States copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), Grantors shall deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired US Intellectual Property on Schedule I thereto, pursuant to which

Grantors shall reconfirm the grant of a security interest in such newly acquired US Intellectual Property to Agent to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired US Intellectual Property, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new US Intellectual Property but Grantors fail for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantors hereby authorize Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of each Grantor an applicable Supplement with respect to such newly acquired US Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

6. **Representation and Warranties.** Grantors hereby represent and warrant to Agent that Schedule 1 sets forth a full, complete and correct list of all US Intellectual Property owned by Grantors as of the date hereof.

7. **Events of Default and Remedies.** The occurrence of any Event of Default under the Loan Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Loan Agreement or any other Loan Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the UCC.

8. **Power of Attorney.** Without limiting the generality of any power of attorney granted to Agent under the Loan Agreement or any other Loan Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of such Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee,

attorney of Agent under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Loan Agreement and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable

9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

10. **APPLICABLE LAW.** THIS AGREEMENT AND ALL MATTERS RELATING HERETO AND ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, WITHOUT REGARD TO ANY OTHER CONFLICTS OF LAWS PRINCIPLES.

11. **CONSENT TO JURISDICTION.** EACH GRANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK, STATE OF NEW YORK, AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR THE OBLIGATIONS SHALL BE LITIGATED IN SUCH COURTS. EACH GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH HIS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE OBLIGATIONS. IF ANY GRANTOR IS, OR IN THE FUTURE BECOMES, A NONRESIDENT OF THE STATE OF NEW YORK, EACH SUCH GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH PERSON BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, OR BY NATIONALLY RECOGNIZED OVERNIGHT COURIER DIRECTED TO SUCH PERSON, AT SUCH PERSON'S ADDRESS AS SET FORTH IN THE LOAN AGREEMENT OR AS MOST RECENTLY NOTIFIED BY SUCH PERSON IN WRITING PURSUANT TO THE LOAN AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) BUSINESS DAYS AFTER THE SAME HAS BEEN POSTED AS AFORESAID.

12. **WAIVER OF JURY TRIAL.** EACH GRANTOR AND AGENT, BY ITS ACCEPTANCE HEREOF, HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR THE OBLIGATIONS. EACH GRANTOR AND AGENT, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS

RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH GRANTOR FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL

13. **Miscellaneous.** If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent.

*[Remainder of page intentionally left blank.  
Signature pages follow immediately.]*



In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

**GRANTORS:**

**SECUREALERT, INC.**

By: John L. Hastings, III

Name:

Title:

**SECUREALERT MONITORING, INC.**

By: John L. Hastings, III

Name:

Title:

**MIDWEST MONITORING AND  
SURVEILLANCE, INC.**

By: John L. Hastings, III

Name:

Title:

**COURT PROGRAMS, INC.**

By: John L. Hastings, III

Name:

Title:

**COURT PROGRAMS OF FLORIDA, INC.**


By: John L. Hastings, III

Name:

Title:


ACCEPTED AND AGREED  
as of the date first above written:

SAPINDA UK LIMITED, as Agent  
for and on behalf of the Finance Parties

By:   
Name: Lars Windhorst  
Title: Managing Director and CEO


ACKNOWLEDGEMENT OF GRANTORS  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

 **CAROL S. MACKAY**  
NOTARY PUBLIC - STATE OF UTAH  
111 E. BROADWAY, STE 900  
SALT LAKE CITY, UT 84111  
My Comm. Exp. 10/16/2011

*Carol L Mackay*  
Notary Public

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

 **CAROL S. MACKAY**  
NOTARY PUBLIC - STATE OF UTAH  
1111 E. BROADWAY, STE 900  
SALT LAKE CITY, UT 84111  
My Comm. Exp. 10/16/2011

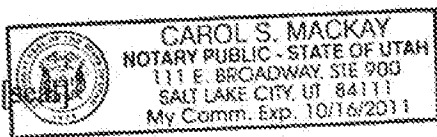
*Carol S Mackay*  
Notary Public

SLC 900392

PATENT  
REEL: 026787 FRAME: 0321

STATE OF UTAH )  
 )  
 ) ss.  
COUNTY OF SALT LAKE )

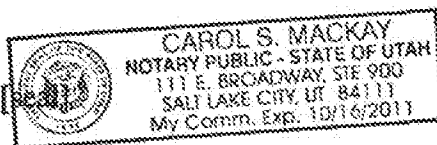
On this 11<sup>th</sup> day of August, 2011, before me personally appeared John L. Hastings, III, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **MIDWEST MONITORING AND SURVEILLANCE, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Carol S. Mackay  
Notary Public

STATE OF UTAH )  
 )  
 ) ss.  
COUNTY OF SALT LAKE )

On this 11<sup>th</sup> day of August, 2011, before me personally appeared John L. Hastings, III, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **COURT PROGRAMS, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



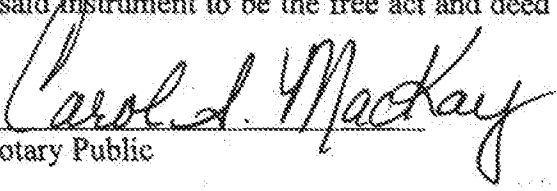
Carol S. Mackay  
Notary Public

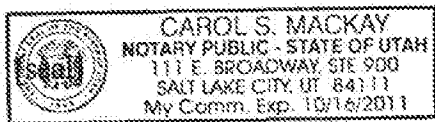
STATE OF UTAH )  
 )  
 ) ss.  
COUNTY OF SALT LAKE )

On this 11<sup>th</sup> day of August, 2011, before me personally appeared John L. Hastings, III, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **COURT PROGRAMS OF FLORIDA,**

ACKNOWLEDGEMENT OF GRANTORS  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public



ACKNOWLEDGEMENT OF GRANTORS  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Schedule 1  
to  
Intellectual Property Security Agreement**

**PATENTS, TRADEMARKS, AND COPYRIGHTS**

1. Grantors' patents and patent applications:

<b>Patent Registration Number</b>	<b>Registration Date</b>	<b>Grantor/Owner</b>	<b>Description</b>
6044257	3/28/2000	SecureAlert, Inc.	PANIC BUTTON PHONE
6226510	5/1/2001	SecureAlert, Inc.	EMERGENCY PHONE FOR AUTOMATICALLY SUMMONING MULTIPLE EMERGENCY RESPONSE SERVICES
6285867	9/4/2001	SecureAlert, Inc.	COMBINATION EMERGENCY PHONE AND PERSONAL AUDIO DEVICE
6366538	4/2/2002	SecureAlert, Inc.	INTERFERENCE STRUCTURE FOR EMERGENCY RESPONSE SYSTEM WRISTWATCH
6636732	10/21/2003	SecureAlert, Inc.	EMERGENCY PHONE WITH SINGLE- BUTTON ACTIVATION
7092695	8/15/2006	SecureAlert, Inc.	EMERGENCY PHONE WITH ALTERNATE NUMBER CALLING CAPABILITY
7251471	7/31/2007	SecureAlert, Inc.	EMERGENCY PHONE WITH SINGLE- BUTTON ACTIVATION
7330122	2/12/2008	SecureAlert, Inc.	REMOTE TRACKING AND COMMUNICATION DEVICE
7545318	6/9/2009	SecureAlert, Inc.	REMOTE TRACKING SYSTEM AND DEVICE WITH VARIABLE SAMPLING AND SENDING CAPABILITIES BASED ON ENVIRONMENTAL FACTORS
7737841	6/15/2010	SecureAlert, Inc.	ALARM AND ALARM MANAGEMENT SYSTEM FOR REMOTE TRACKING DEVICES
7804412	9/28/2010	SecureAlert, Inc.	REMOTE TRACKING AND COMMUNICATION DEVICE
7936262	5/3/2011	SecureAlert, Inc.	REMOTE TRACKING SYSTEM WITH A DEDICATED MONITORING CENTER
D440954	4/26/2001	SecureAlert, Inc.	RADIOTELEPHONE FOR EMERGENCY USE ONLY

<b>Patent Registration Number</b>	<b>Registration Date</b>	<b>Grantor/Owner</b>	<b>Description</b>
11/486989	7/14/2006	SecureAlert, Inc.	REMOTE TRACKING DEVICE AND A SYSTEM AND METHOD FOR TWO-WAY VOICE COMMUNICATION BETWEEN THE DEVICE AND A MONITORING CENTER
12/399151	3/6/2009	SecureAlert, Inc.	SYSTEM AND METHOD FOR MONITORING INDIVIDUALS USING A BEACON AND INTELLIGENT REMOTE TRACKING DEVICE
12/792572	6/2/2010	SecureAlert, Inc.	ALARM AND ALARM MANAGEMENT SYSTEM FOR REMOTE TRACKING DEVICES
12/818453	6/18/2010	SecureAlert, Inc.	TRACKING DEVICE INCORPORATING ENHANCED SECURITY MOUNTING STRAP
12/875988	9/3/2010	SecureAlert, Inc.	REMOTE TRACKING AND COMMUNICATION DEVICE
61/321788	4/7/2010	SecureAlert, Inc.	SECURE STRAP MOUNTING SYSTEM FOR AN OFFENDER TRACKING DEVICE (PROVISIONAL PATENT -- EXPIRED)
01807350.6	10/5/2005	SecureAlert, Inc.	EMERGENCY PHONE WITH SINGLE-BUTTON ACTIVATION (CHINA)
278405	10/6/2010	SecureAlert, Inc.	REMOTE TRACKING AND COMMUNICATION DEVICE (MEXICO)
6836098.1	8/4/2006	SecureAlert, Inc.	REMOTE TRACKING AND COMMUNICATION DEVICE (EUROPE)
PI0614742.9	8/4/2006	SecureAlert, Inc.	REMOTE TRACKING AND COMMUNICATION DEVICE (BRAZIL)
2617923	8/4/2006	SecureAlert, Inc.	REMOTE TRACKING AND COMMUNICATION DEVICE (CANADA)
07812596.0	7/3/2007	SecureAlert, Inc.	REMOTE TRACKING SYSTEM WITH A DEDICATED MONITORING CENTER (EUROPE)
PI0714367.2	7/3/2007	SecureAlert, Inc.	REMOTE TRACKING SYSTEM WITH A DEDICATED MONITORING CENTER (BRAZIL)
10009091.9	9/1/2010	SecureAlert, Inc.	SECURE STRAP MOUNTING SYSTEM FOR AN OFFENDER TRACKING DEVICE (EUROPE)

<b>Patent Registration Number</b>	<b>Registration Date</b>	<b>Grantor/Owner</b>	<b>Description</b>
Not yet assigned	9/1/2010	SecureAlert, Inc.	SYSTEM AND METHOD FOR MONITORING INDIVIDUALS USING A BEACON AND INTELLIGENT REMOTE TRACKING DEVICE (BRAZIL)
MX/a/2010/009680	9/2/2010	SecureAlert, Inc.	SYSTEM AND METHOD FOR MONITORING INDIVIDUALS USING A BEACON AND INTELLIGENT REMOTE TRACKING DEVICE (MEXICO)
2717866	9/3/2010	SecureAlert, Inc.	SYSTEM AND METHOD FOR MONITORING INDIVIDUALS USING A BEACON AND INTELLIGENT REMOTE TRACKING DEVICE (CANADA)
9716860.3	10/6/2010	SecureAlert, Inc.	SYSTEM AND METHOD FOR MONITORING INDIVIDUALS USING A BEACON AND INTELLIGENT REMOTE TRACKING DEVICE (EUROPE)

2. Grantors' trademarks:

<b>Trademark Registration / Application Number</b>	<b>Registration / Application Date</b>	<b>Grantor/ Owner</b>	<b>Mark Name</b>
2437673	3/20/2001	SecureAlert, Inc.	MOBILE911
2595328	7/16/2002	SecureAlert, Inc.	MOBILE911 SIREN WITH 2-WAY VOICE COMMUNICATION
3035577	12/27/2005	RemoteMDx, Inc.	MOBILEPAL
3041055	1/10/2006	RemoteMDx, Inc.	HOMEAL
3100192	6/6/2006	RemoteMDx, Inc.	PAL SERVICES
3212937	2/27/2007	SecureAlert, Inc.	MOBILE911
3345878	11/27/2007	RemoteMDx, Inc.	TRACKERPAL
85/237,202	2/8/2011	SecureAlert, Inc.	TRUEDETECT (Pending)
85/238,049	2/9/2011	SecureAlert, Inc.	RELIALERT (Pending)
85/238,058	2/9/2011	SecureAlert, Inc.	SECURECUFF (Pending)
85/238,064	2/9/2011	SecureAlert, Inc.	HOMEAWARE (Pending)
749417 (Canada)	10/5/2009	RemoteMDx, Inc.	TRACKERPAL



<b>Trademark Registration / Application Number</b>	<b>Registration / Application Date</b>	<b>Grantor/ Owner</b>	<b>Mark Name</b>
960954 (Mexico)	10/31/06	RemoteMDx, Inc.	TRACKERPAL

3. Grantors' copyrights:

<b><u>Copyright</u></b>	<b><u>Owner</u></b>	<b><u>Status in Copyright Office</u></b>	<b><u>Federal Registration No.</u></b>	<b><u>Registration Date</u></b>

## EXHIBIT A

### **SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this \_\_\_ day of \_\_\_\_\_, by SECUREALERT, INC., a Utah corporation ("SecureAlert"), SECUREALERT MONITORING, INC., a Utah corporation ("SMI"), MIDWEST MONITORING AND SURVEILLANCE, INC., a Minnesota corporation ("Midwest"), COURT PROGRAMS, INC., a Mississippi corporation ("CPI"), and COURT PROGRAMS OF FLORIDA, INC., a Florida corporation ("CPIF"), together with SecureAlert, SMI, Midwest, CPI, CPIF and any additional Person that may hereafter be added to the IP Agreement referred to below as a grantor, each individually a "Grantor" and collectively, the "Grantors"), each with an address at 150 West Civic Center Drive, Suite 400, Sandy, Utah 84070, in favor of SAPINDA UK LIMITED, a limited liability company organized under the laws of the United Kingdom, in its capacity as collateral agent for the Finance Parties (together with any successors and assigns thereto in such capacity, the "Agent"), having an address at having an address at 25 Park Lane, W1K 1RA, London, United Kingdom.

### RECITALS

A. The parties are parties to that certain Intellectual Property Security Agreement dated as of August \_\_\_, 2011 (as the same has been or may hereafter be amended, restated, supplemented or modified from time to time, the "IP Agreement"). Capitalized terms used in this Supplement that are not defined herein shall have the meanings given to them in the IP Agreement.

B. Pursuant to the terms of the IP Agreement, Grantors have assigned, pledged and granted to Agent a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired, for the purpose of securing the prompt payment and performance of the Obligations.

C. Also pursuant to the IP Agreement, Grantors have agreed that upon the acquisition by Grantor of any new US Intellectual Property, Grantors shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired US Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. **Grant and Reaffirmation of Grant of Security Interests.** Without limiting any other grant of security interest or Lien by any Grantor in any Collateral under the IP Agreement, the Loan Agreement or any other Loan Document, to secure the prompt and complete payment and performance of all Obligations when due (whether due because of stated maturity, acceleration, mandatory prepayment or otherwise), each Grantor hereby assigns, pledges and grants to Agent, on behalf of and for the ratable benefit of the Finance Parties, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor (including under any trade name or derivations thereof), all whether now owned and/or existing or hereafter created, arising and/or acquired:

(a) the newly acquired US Intellectual Property listed on Schedule I to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. **Representations and Warranties.** Each Grantor hereby represents and warrants to Agent and the other Finance Parties that Schedule I hereto sets forth a full, complete and correct list of all US Intellectual Property owned by such Grantor as of the date hereof not listed on Schedule I to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantors since the date thereof.

3. **Incorporation of the IP Agreement.** The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

*[Remainder of page intentionally left blank.  
Signature pages follow immediately]*

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

**GRANTORS:**

**SECUREALERT, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**SECUREALERT MONITORING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**MIDWEST MONITORING AND  
SURVEILLANCE, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**COURT PROGRAMS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**COURT PROGRAMS OF FLORIDA, INC.**

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

**SAPINDA UK LIMITED**, as Agent  
for and on behalf of the Finance Parties

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Acknowledgments of Grantors**

STATE OF UTAH                                 )  
  : ss.  
COUNTY OF SALT LAKE                     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **SECUREALERT, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[seal]

STATE OF UTAH                                 )  
  : ss.  
COUNTY OF SALT LAKE                     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **SECUREALERT MONITORING, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[seal]

STATE OF UTAH                                 )  
  : ss.  
COUNTY OF SALT LAKE                     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **MIDWEST MONITORING AND SURVEILLANCE, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[seal]

STATE OF UTAH                                 )  
  : ss.  
COUNTY OF SALT LAKE                     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **COURT PROGRAMS, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[seal]

STATE OF UTAH                                 )  
  : ss.  
COUNTY OF SALT LAKE                     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **COURT PROGRAMS OF FLORIDA**,

INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[seal]



SCHEDULE I TO SUPPLEMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
DATED \_\_\_\_\_

Exhibit A, Page 8

SLC\_900392.3

**RECORDED: 08/22/2011**

**PATENT**  
**REEL: 026787 FRAME: 0335**