

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement (Second Lien)
CONVEYING PARTY DATA	
Name	Execution Date
Emergency Communications Network, LLC	10/03/2011
RECEIVING PARTY DATA	
Name:	Maranon Capital, L.P., as Agent
Street Address:	One North Franklin Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	6324262
Patent Number:	6920204
Patent Number:	7609819
Patent Number:	6912271
Patent Number:	7310412
Patent Number:	7151821
Patent Number:	7949104
CORRESPONDENCE DATA	
Fax Number:	(312)577-4565
Phone:	312-577-8265
Email:	kristin.brozovic@kattenlaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Kristin Brozovic c/o Katten Muchin
Address Line 1:	525 W Monroe Street
Address Line 4:	Chicago, ILLINOIS 60661

CH \$280.00 6324262

ATTORNEY DOCKET NUMBER:	339494-21
NAME OF SUBMITTER:	Kristin Brozovic
Total Attachments: 5 source=Patent Security Agreement (Mezz)#page1.tif source=Patent Security Agreement (Mezz)#page2.tif source=Patent Security Agreement (Mezz)#page3.tif source=Patent Security Agreement (Mezz)#page4.tif source=Patent Security Agreement (Mezz)#page5.tif	

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of October __, 2011, by Emergency Communications Network, LLC, a Delaware limited liability company ("Grantor"), in favor of Maranon Capital, L.P., a Delaware limited partnership, in its capacity as Agent for Investors. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Mezzanine Investment Agreement described below.

WITNESSETH:

WHEREAS, pursuant to that certain Mezzanine Investment Agreement dated as of the date hereof (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Investment Agreement") by and among Grantor, as a "Borrower", each other Person that becomes a party thereto as a "Borrower", Agent, the other persons designated as "Credit Parties" on the signature pages thereof, Agent (as defined therein) and the financial institutions, funds and other investors who are or hereafter become parties thereto as investors (collectively, the "Investors"; Investors, together with Agent are sometimes hereinafter referred to collectively as the "Secured Parties"), the Secured Parties have agreed, subject to the satisfaction of certain conditions precedent, to make Loans and other financial accommodations available to the Grantor and the other Borrowers;

WHEREAS, the Secured Parties are willing to make the Loans as provided for in the Investment Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the other Secured Parties, that certain Mezzanine Senior Secured Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the other Secured Parties, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1 GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and the other Secured Parties, a continuing second priority (subject only to the Lien in favor of the Senior Debt Agent) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all of its Patents, including those referred to on Schedule I hereto;
- (b) all reissues, continuations, continuations-in-part or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

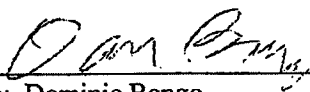
2 SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with and to the extent of the security interests granted to Agent, on behalf of itself and the other Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

3 COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and delivered by facsimile or otherwise electronically, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature pages follow]


IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**EMERGENCY COMMUNICATIONS
NETWORK, LLC**, a Delaware limited
liability company

By: 
Name: Dominic Bongo
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

MARANON CAPITAL, L.P.,
as Agent

By:  _____

Name: Robert E. Kircher III
Title: Managing Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS

PATENTS / PATENT APPLICATIONS

Jurisdiction	Title	Patent No.	Issue Date
U.S.	Method and system for automated delivery of nontruncated messages	6324262	11/27/2001
U.S.	Thundercall, the call before the storm	6920204	7/19/2005
U.S.	Systems and methods for delivering personalized storm warning messages	7609819	10/27/2009
U.S.	Personalized recorded message via message delivery system	6912271	6/28/2005
U.S.	Personalized recorded message via message delivery system	7310412	12/18/2007
U.S.	Real Call message delivery system with echo cancellation	7151821	12/19/2006
U.S.	Message delivery system with echo cancellation	7949104	5/24/2011