

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| A LIFESAFTER, INC. f/k/a LifeSafer Interlock, Inc. | 01/24/2012 |
| RECEIVING PARTY DATA | |
| Name: | NORTHSTAR MEZZANINE PARTNERS V L.P. |
| Street Address: | 45 SOUTH 7TH STREET |
| Internal Address: | 2310 PLAZA VII |
| City: | MINNEAPOLIS |
| State/Country: | MINNESOTA |
| Postal Code: | 55402 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | 6748792 |
| Application Number: | 12473717 |
| CORRESPONDENCE DATA | |
| Fax Number: | (612)977-8650 |
| Phone: | 612-977-8483 |
| Email: | sbourdaux@briggs.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: | Sarina I. Bourdaux, Paralegal |
| Address Line 1: | 80 South Eighth Street |
| Address Line 2: | 2200 IDS Center |
| Address Line 4: | Minneapolis, MINNESOTA 55402 |
| ATTORNEY DOCKET NUMBER: | 33324.71 |
| NAME OF SUBMITTER: | Marcus A. Ploeger, Esq. |
| Total Attachments: 6 | |

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PATENT SECURITY AGREEMENT

Dated: January 24, 2012

WHEREAS, #1 A LifeSafer, Inc., f/k/a LifeSafer Interlock, Inc., a Kentucky corporation ("Grantor"), owns the patents, patent registrations, and patent applications listed on Schedule 1 annexed hereto, and is a party to the patent licenses listed on Schedule 1 annexed hereto; and

WHEREAS, #1 A LIFESAFTER HOLDINGS, INC., a Delaware corporation formerly known as LifeSafer Interlock Holdings, Inc. (the "Company") and NORTHSTAR MEZZANINE PARTNERS V L.P., a Delaware limited partnership (in its capacity as Administrative Agent for the Purchasers thereunder, together with its successors and assigns, "Grantee"), are parties to an Amended and Restated Note Purchase Agreement, dated as of December 20, 2011 (as the same may be amended and in effect from time to time, the "Note Purchase Agreement"), providing for the purchase by Grantee from the Company of certain promissory notes in the aggregate original principal amount of \$12,500,000; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of December 21, 2010 by and between Grantor and Grantee (as said agreement may be amended and in effect from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in all or substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), Patent registrations, Patent applications and Patent Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Patents, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty (as defined in the Note Purchase Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the prompt and complete payment, performance and observance of all obligations and liabilities of Grantor under the Note Purchase Agreement and the other Credit Documents, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Patent (as defined in the Security Agreement), Patent registration and Patent application (together with any renewals, continuations or extensions thereof) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such Patent, Patent registration and Patent application; and
- (2) each Patent License (as defined in the Security Agreement) referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution thereof, or (b) injury to the goodwill associated therewith.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the

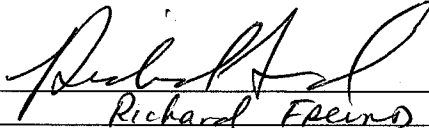
rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank;
signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

GRANTOR:

#1 A LifeSafer, Inc., f/k/a LifeSafer Interlock, Inc.
a Kentucky corporation

By: 
Name: Richard Ekins
Title: President

ACKNOWLEDGED AND ACCEPTED ON
THE DATE FIRST WRITTEN ABOVE:

NORTHSTAR MEZZANINE PARTNERS V L.P.,
a Delaware limited partnership

By: Northstar Capital, LLC
Its General Partner

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT (#1 A LifeSafer, Inc.)]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

GRANTOR:

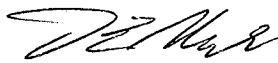
#1 A LifeSafer, Inc., f/k/a LifeSafer Interlock, Inc.
a Kentucky corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND ACCEPTED ON
THE DATE FIRST WRITTEN ABOVE:

NORTHSTAR MEZZANINE PARTNERS V L.P.,
a Delaware limited partnership

By: Northstar Capital, LLC
Its General Partner

By: 
Name: Douglas E. Mark
Title: Managing Partner

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT (#1 A LifeSafer, Inc.)]

**Schedule 1 to
Patent Security Agreement**

PATENT REGISTRATIONS

| NAME | REG. NO. | ISSUE DATE | DESCRIPTION | JURISDICTION |
|--|-----------|------------|--|---------------|
| Impairment Detection and Interlock System with Tester Identification | 6,748,792 | 6/15/2004 | A system, device, and method for determining whether an individual has consumed, is intoxicated, or is otherwise impaired by alcohol is disclosed. Further, a device capable of positively identifying the person who provides the impairment test is disclosed. The impairment detection and interlock system disclosed accomplishes this with the use of a video camera that selectively saves images, and an attitude evaluator and, in some embodiments, an exposure evaluator, which ensures that the video camera captures the identity of the tester. A device holster may also be used to facilitate video surveillance. | United States |
| Impairment Detection and Interlock System with Tester Identification | 2438036 | 3/10/2009 | A system, device, and method for determining whether an individual has consumed, is intoxicated, or is otherwise impaired by alcohol is disclosed. Further, a device capable of positively identifying the person who provides the impairment test is disclosed. The impairment detection and interlock system disclosed accomplishes this with the use of a video camera that selectively saves images, and an attitude evaluator and, in some embodiments, an exposure evaluator, which ensures that the video camera captures the identity of the tester. A device holster may also be used to facilitate video surveillance. | Canada |

PATENT APPLICATIONS

| NAME | APP. NO. | APP. DATE | JURISDICTION |
|--|------------|-----------|--------------|
| Impairment Detection and Interlock System with Tester Identification | 2004201918 | 5/5/2004 | Australia |
| Chemical Impairment Detection System and Method of Use to Reduce Circumvention | 2009202108 | 5/28/2009 | Australia |
| Chemical Impairment Detection System and Method of Use to Reduce Circumvention | 2667102 | 5/28/2009 | Canada |
| Chemical Impairment Detection System and Method of Use to Reduce Circumvention | 09007149.9 | 5/28/2009 | Europe |

| | | | |
|--|-----------|-----------|---------------|
| Chemical Impairment Detection System and Method of Use to Reduce Circumvention | 589525 | 5/28/2009 | New Zealand |
| Chemical Impairment Detection System and Method of Use to Reduce Circumvention | 12/473717 | 5/28/2009 | United States |

PATENT LICENSES

None.