

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 |
|-----------------------------|----------------|
| SYSTEM PLANNING CORPORATION | 03/28/2012 |

RECEIVING PARTY DATA

| | |
|-------------------|------------------------|
| Name: | BANK OF AMERICA, N.A. |
| Street Address: | 101 North Tryon Street |
| Internal Address: | NC1-001-13-26 |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28255 |

PROPERTY NUMBERS Total: 57

| Property Type | Number |
|---------------------|----------|
| Application Number: | 11598828 |
| Application Number: | 11598841 |
| Application Number: | 13179498 |
| Application Number: | 13032171 |
| Application Number: | 12653271 |
| Application Number: | 12660403 |
| Application Number: | 12658722 |
| Application Number: | 12799695 |
| Application Number: | 12862719 |
| Application Number: | 12890492 |
| Application Number: | 13236990 |
| Application Number: | 13346624 |
| Application Number: | 13288450 |
| Application Number: | 13274341 |

CH \$2280.00 11598828

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| Application Number: | 13288824 |
| Application Number: | 13289802 |
| Application Number: | 13290077 |
| Application Number: | 13289991 |
| Application Number: | 13310610 |
| Application Number: | 13310638 |
| Application Number: | 13311500 |
| Application Number: | 13310659 |
| Application Number: | 13310769 |
| Application Number: | 13311514 |
| Application Number: | 13311525 |
| Application Number: | 13343999 |
| Application Number: | 13344136 |
| Application Number: | 13345414 |
| Application Number: | 13345571 |
| Application Number: | 13407515 |
| Application Number: | 13408990 |
| Application Number: | 13410240 |
| Application Number: | 13410269 |
| Application Number: | 13052030 |
| Application Number: | 13305712 |
| Application Number: | 61454598 |
| Application Number: | 61454606 |
| Application Number: | 61467957 |
| Application Number: | 61467961 |
| Application Number: | 61471794 |
| Application Number: | 61471801 |
| Application Number: | 61475029 |
| Application Number: | 61481230 |
| Application Number: | 61481636 |
| Application Number: | 61533750 |
| Patent Number: | 7098784 |
| Patent Number: | 7116798 |
| Patent Number: | 7236123 |
| Patent Number: | 7649455 |

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|----------------|---------|
| | 7853142 |
| Patent Number: | 8010058 |
| Patent Number: | 7702358 |
| Patent Number: | 7623029 |
| Patent Number: | 7973717 |
| Patent Number: | 7853210 |
| Patent Number: | 8138913 |
| Patent Number: | 7991357 |

CORRESPONDENCE DATA

Fax Number: (202)783-6031
Phone: 202-783-6040
Email: mlucier@rfem.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Rothwell, Figg, Ernst & Manbeck PC
Address Line 1: 607 14th Street, NW
Address Line 2: Suite 800
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 1419-200

NAME OF SUBMITTER: Glenn E. Karta, Reg. No. 30,649

Total Attachments: 14
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT ("AGREEMENT") is dated as of March 28, 2012, by and between SYSTEM PLANNING CORPORATION, a Delaware corporation ("PLEDGOR"), with its mailing address at 3601 Wilson Boulevard, # 200, Arlington, Virginia 22201; and BANK OF AMERICA, N.A. ("LENDER"), with its mailing address at NC1-001-13-26, 101 North Tryon Street, Charlotte, North Carolina 28255.

RECITALS

Pursuant to the terms and provisions of the "FORBEARANCE AGREEMENT" (as hereafter defined), the PLEDGOR has agreed to execute and deliver this AGREEMENT in order to secure the "OBLIGATIONS" (as hereafter defined) to the LENDER.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the PLEDGOR agrees with the LENDER as follows:

Section 1. Defined Terms. As used in this AGREEMENT, the terms set forth in this Section 1 have the meanings set forth below, unless the specific context of this AGREEMENT clearly requires a different meaning. Terms defined in this Section 1 or elsewhere in this AGREEMENT are in all capital letters throughout this AGREEMENT. The singular use of any defined term includes the plural and the plural use includes the singular.

Section 1.1. "EVENT OF DEFAULT" means any event, condition, or omission, which, constitutes a violation or default under the LOAN DOCUMENTS or pursuant to any other agreement executed from time to time by the OBLIGORS to or for the benefit of the LENDER which evidences or relates or pertains to any of the OBLIGATIONS.

Section 1.2. "INTEREST RATE PROTECTION AGREEMENT" means, with respect to any referenced PERSON, an interest rate swap, hedge, cap or collar agreement or similar arrangement between such PERSON and one or more financial institutions providing for the transfer or mitigation of interest risks either generally or under specific contingencies.

Section 1.3. "FORBEARANCE AGREEMENT" means the Forbearance Agreement, dated March 28, 2012, by and between the OBLIGORS and the LENDER, as amended and modified from time to time.

Section 1.4. "LENDER EXPENSES" means all reasonable out-of-pocket expenses or costs incurred by the LENDER for whatever reason arising out of, pertaining to, or in any way connected with this AGREEMENT, any of the other "LOAN DOCUMENTS" (as hereafter defined) or the OBLIGATIONS, or any documents executed in connection herewith or transactions hereunder, including without limitation: (a) all costs or expenses required to be paid by the PLEDGOR pursuant to this AGREEMENT or as otherwise provided for in any LOAN DOCUMENT or as required by any other present or future agreement between the PLEDGOR and the LENDER evidencing and/or securing the OBLIGATIONS which are paid or advanced by the LENDER; (b) taxes and insurance premium of every nature and kind of PLEDGOR paid by the LENDER; (c) filing, recording, title insurance, environmental and consulting fees, audit fees, search fees and other expenses paid or incurred by the LENDER in connection with the LENDER'S transactions with the PLEDGOR; (d) costs and expenses incurred by the LENDER to correct any default or to enforce any provision of this AGREEMENT, or in gaining possession of, maintaining, handling, evaluating, preserving, storing, shipping, selling, preparing for sale and/or advertising to sell any property of the OBLIGORS in which the LENDER has a lien (collectively, "COLLATERAL"), whether or not a sale is consummated; (e) costs and expenses of litigation incurred by the LENDER, or any participant of

the LENDER, in enforcing or defending this AGREEMENT or any portion hereof; and (f) attorneys' fees and expenses incurred by the LENDER in obtaining advice or the services of its attorneys with respect to the structuring, drafting, negotiating, reviewing, amending, terminating, enforcing or defending of this AGREEMENT, or any portion hereof or any agreement or matter related hereto, whether or not litigation is instituted; and reasonable travel expenses related to any of the foregoing

Section 1.5. "CREDIT FACILITY" means the \$20,000,000.00 revolving line of credit loan that LENDER extended to the PLEDGOR, TRIDATA CORPORATION and SPC INTERNATIONAL CORPORATION (collectively, the "CORPORATE OBLIGORS") as evidenced by the "LOAN DOCUMENTS" described below and as reduced to \$15,000,000.00 pursuant to the terms of the FORBEARANCE AGREEMENT.

Section 1.6. "LOAN DOCUMENTS" means all agreements, instruments and documents, including without limitation, loan agreements, notes, guaranties, pledges, security agreements, assignments, and all other written matter, whether heretofore, now, or hereafter executed by or on behalf of the PLEDGOR to or for the benefit of the LENDER, or by any other OBLIGOR (as hereafter defined) in favor of the LENDER. Without limitation to the foregoing, the term "LOAN DOCUMENTS" includes: the FORBEARANCE AGREEMENT, this AGREEMENT, the Security Agreement (Assignment of Life Insurance Policy as Collateral) of even date herewith executed by PLEDGOR in favor of the LENDER, the Loan Agreement dated July 16, 2004, by and between the LENDER and the CORPORATE OBLIGORS, as amended from time to time, the Third Amended And Restated Promissory Note dated on or about December 21, 2010, executed and delivered by the CORPORATE OBLIGORS to the order of the LENDER, as amended from time to time, the Security Agreement dated July 16, 2004, executed and delivered by the CORPORATE OBLIGORS in favor of the LENDER, as amended from time to time, the Pledge Agreement dated July 16, 2004, executed and delivered by the PLEDGOR in favor of the LENDER, as amended from time to time, the Guaranty Agreement dated October 28, 2008, executed and delivered by RONALD L. EASLEY in favor of the LENDER and all other documents evidencing, securing, guarantying or otherwise documenting the "OBLIGATIONS" (as hereafter defined).

Section 1.7. "OBLIGATIONS" means all duties of payment or performance now or hereafter due and owing to the LENDER by the PLEDGOR, the other CORPORATE OBLIGORS and RONALD L. EASLEY (collectively, the "OBLIGORS"), as a result of or in connection with any and all existing or future indebtedness, liability, or obligation of every kind and nature arising out of or related to any credit accommodation, loan, letter of credit, INTEREST RATE PROTECTION AGREEMENT, guaranty, depository relationship, event, or occurrence, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, unconditional or conditional, and all renewals, refinancings, extensions, substitutions, amendments, and modifications thereof, no matter when or how created, arising, evidenced, or acquired, whether or not presently contemplated or anticipated, including but not limited to, all amounts of principal, interest, penalties, reimbursements, advancements, escrows, and fees and also including, without limitation, all indebtedness and obligations now or hereafter owed by any or all of the OBLIGORS to the LENDER under the CREDIT FACILITY or the LOAN DOCUMENTS evidencing the same. Without limitation to the foregoing, the term "OBLIGATIONS" includes all duties of payment or performance owed by the OBLIGORS to the LENDER arising out of or related to the CREDIT FACILITY or the LOAN DOCUMENTS including, but not limited to, the obligations of the OBLIGORS to make payment to the LENDER of all indebtedness and obligations now or hereafter owed to the LENDER under the LOAN DOCUMENTS and otherwise, and the payment of all LENDER EXPENSES.

Section 1.8. "PATENTS" means all right, title and interest of the PLEDGOR, whether now owned or existing or hereafter acquired or arising, in, to, under or by virtue of all patents and patent applications granted by or pending in the United States Patent and Trademark Office in the

name of the PLEDGOR, including, without limitation, all of the inventions and improvements described or claimed therein, together with: (a) any reissues, divisions, continuations, continuations-in-part, certificates of re-examination and extensions thereof; (b) all present and future rights of the PLEDGOR under all present and future license agreements relating thereto, whether the PLEDGOR is licensee or licensor thereunder; (c) all income, royalties, damages and payments now or hereafter due or payable to the PLEDGOR thereunder or with respect thereto, including without limitation, damages and payments for past, present or future infringements thereof; (d) all present and future claims, causes of action, and rights to sue for past, present or future infringements thereof; (e) all general intangibles, proceeds and products related thereto; and (f) all rights corresponding thereto throughout the world. "PATENTS," as defined above shall include, without limitation, all of the United States patents and patent applications listed on Exhibit A attached hereto and incorporated herein by reference.

Section 1.9. "PERSON" means any individual, corporation, partnership, limited liability company, association, joint-stock company, trust, estate, unincorporated organization, joint venture, court, government or political subdivision or agency thereof, or other legal entity.

Section 2. Grant Of Security Interest. As security for the complete and timely payment, performance and satisfaction of all of the OBLIGATIONS, the PLEDGOR hereby mortgages, pledges, and hypothecates unto the LENDER and the LENDER'S successors and assigns, upon the following terms and conditions, and hereby grants to the LENDER and the LENDER'S successors and assigns, a first priority security interest in and to all of the PLEDGOR'S right, title and interest in, under or by virtue of the PATENTS, whether now owned or existing or hereafter acquired, and in the products and proceeds thereof. The security interests granted by the PLEDGOR to the LENDER hereunder shall automatically attach to and include all rights to any PATENTS which are subsequently obtained by the PLEDGOR after the date of this AGREEMENT or to any licenses thereof. The PLEDGOR hereby irrevocably and unconditionally authorizes the LENDER to modify and amend from time to time this AGREEMENT and Exhibit A hereto to include any such additional PATENTS or licenses, without any further assent or signature of the PLEDGOR. Future advances are intended to be secured.

Section 3. Additional Patents. If, before the OBLIGATIONS shall have been satisfied in full, the PLEDGOR shall: (a) obtain rights to any PATENTS not listed on Exhibit A, or to any licenses relating to any such PATENTS; or (b) become entitled to the benefit of any PATENT not listed on Exhibit A hereto or to the benefit of any license renewal, the security interest of the LENDER granted hereunder shall automatically attach thereto and the other provisions of Section 2 shall automatically apply thereto and the PLEDGOR shall give prompt written notice thereof to the LENDER. The PLEDGOR irrevocably and unconditionally authorizes the LENDER to modify this AGREEMENT by amending Exhibit A to include any such additional PATENTS, without any further assent or signature of the PLEDGOR until the OBLIGATIONS have been satisfied in full. The PLEDGOR shall, promptly after request by the LENDER, and at the PLEDGOR'S expense, execute and deliver to the LENDER, in form and content reasonably satisfactory to the LENDER and in proper form for filing in the United States Patent and Trademark Office, such security agreements, assignments or other documents as may be reasonably required by the LENDER in order to reflect of record the LENDER'S interest in the PATENTS and the additional PATENTS pursuant to this AGREEMENT and the other LOAN DOCUMENTS.

Section 4. Representations And Warranties. The PLEDGOR represents and warrants that: (a) Exhibit A hereto includes all PATENTS owned by the PLEDGOR as of the date hereof, each of the PATENTS described on Exhibit A is subsisting, valid, unexpired and enforceable, none of such PATENTS has been adjudged invalid, expired or unenforceable in whole or in part, none of such PATENTS has been abandoned or is subject to any lien other than in favor of the LENDER, and the security interest being granted to the LENDER hereunder in the PATENTS is a first priority security interest and lien; (b) no claim has been made that the use of any of the PATENTS does or may violate the rights of any third person, except to the extent that claims have been asserted in the case entitled Impeva Labs, Inc. vs System Planning Corporation, et al., Case No. CV 12-0125 (U.S. District Ct., Northern District of California, San Francisco Division); (c) the PLEDGOR is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each of the PATENTS, free and clear of any liens, charges and encumbrances, including without limitation pledges, security interests, assignments, licenses, franchise agreements, registered user agreements and covenants by the PLEDGOR not to sue third persons, except that (I) the patent described by Application Number 13/344,13, and filed on January 5, 2012, is jointly owned with Stefaan Vermeire, and (II) the patent described by Application Number 10/977,708, Patent Number USP 7,236,123, and filed on September 3, 2004, is jointly owned with American Systems Corporation; (d) the PLEDGOR has the unqualified right to enter into this AGREEMENT and to perform its terms; and (e) the PLEDGOR has used, and will continue to use for the duration of this AGREEMENT, proper statutory notice and markings in connection with its making, using or selling goods and/or processes or methods covered by the PATENTS.

Section 5. Maintenance of Patents; Prosecution Of Applications And Proceedings. The PLEDGOR shall maintain the registration of the PATENTS, and shall take all actions necessary to maintain, preserve and continue the validity and enforceability of the PATENTS, including but not limited to the filing of applications for renewal, affidavits of use, affidavits of incontestability and institution and maintenance of opposition, concurrent use, interference and cancellation proceedings, and the payment of any and all application, renewal, extension or other fees. The PLEDGOR shall have the duty, through counsel acceptable to the LENDER, to prosecute diligently any PATENT applications of the PATENTS pending as of the date of this AGREEMENT or thereafter until the OBLIGATIONS shall have been paid in full, to make federal application on registrable but unregistered PATENTS, to file and prosecute opposition, concurrent use and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the PATENTS. The PLEDGOR shall not, without the express written consent of the LENDER, sell or assign its interest in, or grant any license under, any of the PATENTS. The PLEDGOR shall not, without the LENDER'S prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with the PLEDGOR'S obligations under the LOAN DOCUMENTS, and the PLEDGOR further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially adversely affect the validity or enforcement of the rights transferred to the LENDER under this AGREEMENT. The PLEDGOR shall not abandon any PATENTS (including applications for PATENTS) without the express written consent of the LENDER. Any expenses incurred in connection with the PATENTS shall be borne by the PLEDGOR. The PLEDGOR hereby agrees to reimburse and indemnify the LENDER for all damages, costs and expenses, including attorney's fees, incurred by the LENDER in the fulfillment of the provisions of this Section.

Section 6. Rights Upon The Occurrence Of An Event Of Default. Upon the occurrence of an EVENT OF DEFAULT, in addition to all other rights and remedies available under the LOAN DOCUMENTS or under applicable law, including but not limited to the rights of a secured party under the Uniform Commercial Code in effect from time to time in Virginia, the LENDER shall have the right at any time (but shall have no obligation) to: (a) take exclusive possession and/or place a

custodian in exclusive possession of any or all of the PATENTS from time and to time; (b) take, in its name or in the name of the PLEDGOR or otherwise, such actions as the LENDER may, at any time or from time to time, deem necessary to maintain, protect, sell, liquidate, transfer, license, assign or otherwise dispose of or realize upon the PATENTS, upon such terms and conditions as LENDER may deem advisable and at such prices as LENDER may deem best, for cash or on credit or for future delivery without assumption of any credit risk; (c) use, operate, manage, and control the PATENTS in any lawful manner; and (d) collect and receive all income, revenue, earnings, issues, and profits therefrom. Notice of any sale or other disposition of the PATENTS shall be given to the PLEDGOR at least ten (10) days before the time of any intended public sale or of the time after which any intended private sale or other disposition of the PATENTS is to be made, which the PLEDGOR hereby agrees shall be commercially reasonable notice of such sale or other disposition. At any such sale or other disposition, the LENDER may, to the extent permissible under applicable law, purchase the whole or any part of the PATENTS, free from any right of redemption on the part of the PLEDGOR, which right is hereby waived and released to the extent lawfully permitted. The PLEDGOR shall remain liable to LENDER for any deficiency if the proceeds of any sale or other disposition of the PATENTS are insufficient to pay in full the OBLIGATIONS and all costs and expenses, including attorneys' fees and disbursements, paid or incurred by the LENDER in collecting any such deficiency. The PLEDGOR hereby irrevocably and unconditionally authorizes and empowers the LENDER to make, constitute and appoint any officer or agent of the LENDER as the LENDER may select, in its exclusive discretion, as the PLEDGOR'S true and lawful attorney-in-fact, with the power to endorse or sign the PLEDGOR'S name on all applications, documents, papers and instruments necessary for the LENDER or the designee of the LENDER to: (i) own and use the PATENTS; (ii) grant or issue any exclusive or nonexclusive licenses under the PATENTS to any other person; (iii) assign, license, pledge, convey or otherwise transfer title in or dispose of the PATENTS to any other person on such terms and conditions as the LENDER shall in its sole discretion determine; (iv) demand, sue for compromise, settle and collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any of the PATENTS; (v) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or enforce any right in respect of the PATENTS; (vi) defend any suit, action or proceeding brought against the PLEDGOR with respect to any of the PATENTS; (vii) settle, compromise or adjust any of the aforesaid suits, actions or proceedings and, in connection therewith, to give such discharges as the LENDER may deem appropriate; and (viii) do all acts and things which the LENDER deems necessary from time to time to protect, preserve or realize upon the PATENTS and the LENDER'S liens thereon and to effect the intent of this AGREEMENT. The PLEDGOR hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this AGREEMENT, and is intended by the PLEDGOR to be a power of attorney coupled with an interest. All of the LENDER'S rights and remedies with respect to the PATENTS, whether established by this AGREEMENT, by any LOAN DOCUMENT, or by law shall be cumulative and may be exercised singularly or concurrently.

Section 7. No Duty Imposed Upon Lender. The powers conferred upon the LENDER hereunder are solely to protect the interest of the LENDER in the PATENTS and shall not impose any duty upon the LENDER to exercise any such powers.

Section 8. Patent And Trademark Office And Third Parties May Rely Upon Pledgor's Authorizations To Lender. If the LENDER shall elect to exercise any of its rights hereunder, the United States Patent and Trademark Office shall have the right to rely upon the LENDER'S written statement of the LENDER'S right to sell, assign, license and transfer the PATENTS and the PLEDGOR hereby irrevocably and unconditionally authorizes the United States Patent and Trademark Office to recognize such sale by the LENDER either in the PLEDGOR'S name or in the

LENDER'S name without the necessity or obligation of the United States Patent and Trademark Office to ascertain the existence of any default by the PLEDGOR under the LOAN DOCUMENTS.

Section 9. Costs And Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the attorney's fees and legal expenses incurred by the LENDER in connection with the preparation of this AGREEMENT and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or any other fees incurred in otherwise protecting, maintaining or preserving the PATENTS, or in defending or prosecuting any actions or proceedings arising out of or related to the PATENTS, including without limitation, LENDER EXPENSES, shall be borne and paid by the PLEDGOR on demand by the LENDER and until so paid shall be added to the principal amount of the OBLIGATIONS and shall bear interest at the highest rate in effect from time to time under the LOAN DOCUMENTS.

Section 10. Notices. Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the LOAN DOCUMENTS, in the manner and within the time specified in the LOAN DOCUMENTS.

Section 11. No Further Assignment. The PLEDGOR shall not further assign, transfer, license or convey its interests in the PATENTS without the prior written consent of the LENDER.

Section 12. Further Assurances. The PLEDGOR shall promptly do, make, execute and deliver all such further and additional acts, things, deeds, assurances, instruments and documents considered reasonably necessary, appropriate or proper by the LENDER to vest in, effectuate and assure to the LENDER its rights under this AGREEMENT or in any of the PATENTS. The PLEDGOR hereby constitutes the LENDER its attorney-in-fact to execute and file all such additional instruments and documents for the foregoing purposes, all lawful acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until the OBLIGATIONS have been satisfied in full and there exists no contingent or non-contingent commitment which could give rise to any OBLIGATIONS.

Section 13. Amendment. The terms and conditions of this AGREEMENT may be modified, altered, waived, or amended only by a writing executed by the LENDER consenting to the modification, alteration, waiver, or amendment.

Section 14. Choice Of Law. This AGREEMENT shall be construed according to the laws of the Commonwealth of Virginia. All parties hereto consent to the jurisdiction and venue of the courts of the Commonwealth of Virginia in any action to enforce, construe or interpret this AGREEMENT.

Section 15. Severability. If any of the provisions of this AGREEMENT are judicially determined to be in conflict with any law of the Commonwealth of Virginia or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this AGREEMENT.

Section 16. Successors And Assigns. The terms, covenants and conditions contained in this AGREEMENT shall inure to the benefit of the LENDER and its successors and assigns, and shall be binding upon the PLEDGOR and its successors and assigns.

Section 17. Waiver Of Jury Trial. The PLEDGOR and the LENDER each agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto

or any successor or assign of any party hereto, with respect to this AGREEMENT, the LOAN DOCUMENTS, or any other document or agreement which in any way relates, directly or indirectly, to this AGREEMENT, the LOAN DOCUMENTS, the OBLIGATIONS or any event, transaction or occurrence arising out of or in any way connected with this AGREEMENT, the LOAN DOCUMENTS, any of the OBLIGATIONS, or the dealings of the parties with respect thereto, shall be tried only by a court, and not by a jury. **THE PLEDGOR AND THE LENDER HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.** The PLEDGOR acknowledges and agrees that this provision is a specific and material aspect of the agreement between the parties hereto and that the LENDER would not enter into the subject transactions if this provision were not part of this AGREEMENT.

IN WITNESS WHEREOF, the PLEDGOR and the LENDER have executed this AGREEMENT as of the date first above written with the specific intention of creating an instrument under seal.

WITNESS/ATTEST:



PLEDGOR:

SYSTEM PLANNING CORPORATION,
A Delaware Corporation

By:  (SEAL)
Name: RONALD L. ESELEY
Title: CHIEF EXECUTIVE OFFICER

Date: March 28, 2012

LENDER:

BANK OF AMERICA, N.A.

By: _____ (SEAL)
Roger O. Gore, Senior Vice President

Date: March 28, 2012


IN WITNESS WHEREOF, the PLEDGOR and the LENDER have executed this AGREEMENT as of the date first above written with the specific intention of creating an instrument under seal.

WITNESS/ATTEST:

PLEDGOR:

SYSTEM PLANNING CORPORATION,
A Delaware Corporation

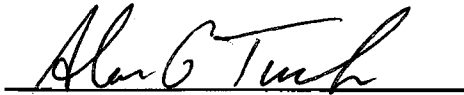


By:  (SEAL)
Name: RONALD L. EASLEY
Title: CHIEF EXECUTIVE OFFICER

Date: March 28, 2012

LENDER:

BANK OF AMERICA, N.A.



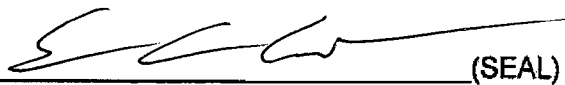
By:  (SEAL)
~~Roger O. Gore, Senior Vice President~~
~~Erik Root, Vice President~~
Date: March 28, 2012

EXHIBIT A

PENDING NON-PROVISIONAL APPLICATIONS

| <u>Docket No.</u> | <u>Application No.</u> | <u>Filing Date</u> | <u>Title</u> | <u>Inventors</u> | <u>Owners</u> |
|-------------------|-----------------------------------|-----------------------|--|--|-----------------------------|
| SPC-P003 | 11/598,828 | 11/14/06 | HIERARCHICAL AND DISTRIBUTED INFORMATION PROCESSING ARCHITECTURE FOR A CONTAINER SECURITY SYSTEM | Richard Meyers, Ronald Easley, Ron Martin. | System Planning Corporation |
| SPC-P005 | 11/598,841 Cont. 13/179,498 | 11/14/06 7-09-2011 | SYSTEM AND METHOD FOR RECHARGEABLE POWER SYSTEM FOR A CARGO CONTAINER MONITORING AND SECURITY SYSTEM | Richard Meyers | System Planning Corporation |
| SPC-P016 | 13/032,171 | 2/22/2011 | METHOD AND APPARATUS FOR ESTABLISHING A MESH NETWORK WITH DORMANT MODE ACTIVATION | Ronald Straz, et al. | System Planning Corporation |
| SPC-P018 | 12/653,271 | 12/11/2009 | SYSTEM AND METHOD FOR PROVIDING CONTAINER SECURITY | Linda Easley, et al. | System Planning Corporation |
| SPC-P019 | 12/660,403 | 2/26/10 | SPECTROMETER FOR IDENTIFYING ANALYTE MATERIALS | Kristin Marie DeWitt | System Planning Corporation |
| SPC-P020 | 12/658,722 | 2/16/2010 | SYSTEM AND METHOD FOR COMMUNICATIONS OF CARGO CONTAINERS IN A CONTAINER SECURITY SYSTEM USING WIRELESS AD-HOC NETWORKING TECHNIQUES | Richard Meyers | System Planning Corporation |
| SPC-P021 | 12/799,695 | 4-30-2010 | METHOD AND APPARATUS FOR DESTROYING PATHOGENIC BACTERIA | Manmohan Chawla | System Planning Corporation |
| SPC-P022 | 12/862,719 | 8/24/10 | METHOD AND APPARATUS FOR DETECTING EXPLOSIVES USING DIFFERENTIAL INVERSE HILBERT SPECTROSCOPY FACILITATED BY A HIGH TEMPERATURE SUPERCONDUCTING QUANTUM SYSTEM | Manmohan Chawla | System Planning Corporation |
| SPC-P023 | 12/890,492 | 9/24/10 | SYSTEM AND METHOD FOR MONITORING A CONTAINER (CONTINUATION OF SPC18, 2 AND 1) | Linda Easley, et al. | System Planning Corporation |
| SPC-24 | 13/236,990 | 9/20/11 | APPARATUS FOR DETECTING AND IMAGING EXPLOSIVES ON A SUICIDE BOMBER | Manmohan Chawla | System Planning Corporation |
| SPC-26 | 13/346,624 | 1/9/2012 | ENHANCED ZIGBEE MESH NETWORK WITH DORMANT MODE ACTIVATION | Ronald Straz | System Planning Corporation |
| SPC-30 | 13/288,450 | 11/03/2011 | SYSTEM FOR MULTIPLE LAYERED SECURITY WITHIN A CARGO CONTAINER | Richard C. Meyers | System Planning Corporation |
| SPC-31 | 13/274,341 | 10/16/2011 | CARGO CONTAINER SELF-ARMING MONITORING AND SECURITY DEVICE | Richard C. Meyers | System Planning Corporation |
| SPC-32 | 13/288,824 | 11/3/11 | SYSTEM AND APPARATUS FOR ITEM LEVEL INVENTORY MANAGEMENT WITHIN A VIRTUAL WAREHOUSE ESTABLISHED FOR SHORT TERM AND LONG TERM DISASTER RELIEF OPERATIONS | Richard C. Meyers | System Planning Corporation |
| SPC-33 | 13/289,802 | 11/04/2011 | METHOD FOR ESTABLISHING AN IMPROMTU GEO-FENCED AREA TO ORGANIZE AND ANALYZE SHIPMENTS | Richard C. Meyers | System Planning Corporation |

| <u>Docket No.</u> | <u>Application No.</u> | <u>Filing Date</u> | <u>Title</u> | <u>Inventors</u> | <u>Owners</u> |
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| SPC-34 | 13/290,077 | 11/5/2011 | METHOD AND APPARATUS FOR ESTABLISHING MESHED GPS NETWORK | Richard C. Meyers | System Planning Corporation |
| SPC-35 | 13.289,991 | 11/4/2011 | SYSTEM FOR ESTABLISHING GEO-FENCE FOR DISPERSING VOLUNTEER SKILL SETS | Richard C. Meyers | System Planning Corporation |
| SPC-36 | 13/310,610 | 12/2/2011 | SYSTEM FOR DELIVERY CONFIRMAITON AND INVOICE GENERATION UTILIZING GEO-FENCE EVENTS | Richard C. Meyers | System Planning Corporation |
| SPC-37 | 13/310,638 | 12/2/2011 | APPARATUS FOR ESTABLISHING A MESH NETWORK FOR REEFER SENSOR ARCHITECTURE | Richard C. Meyers | System Planning Corporation |
| SPC-38 | 13/311,500 | 12/5/2011 | APPARATUS AND METHOD FOR TRACKING PIZZA DELIVERY | Richard C. Meyers | System Planning Corporation |
| SPC-39 | 13/310,659 | 12/2/2011 | APPARATUS FOR PORTAL BASED SCANNING | Richard C. Meyers | System Planning Corporation |
| SPC-40 | 13/310,769 | 12/4/2011 | RISK PROFILING USING PORTAL BASED SCANNERS | Richard C. Meyers | System Planning Corporation |
| SPC-41 | 13/311,514 | 12/5/2011 | INSPECTION PROTOCOL INCORPORATING LONG TERM AND SHORT TERM INSPECTION EVENTS | Richard C. Meyers | System Planning Corporation |
| SPC-42 | 13/311,525 | 12/5/2011 | ADJUSTING ALARM PARAMETERS BASED ON DETECTED MODE OF TRANSPORT | Richard C. Meyers | System Planning Corporation |
| SPC-43 | 13/343,999 | 01/5/2012 | METHOD FOR ESTABLISHING A RISK PROFILE USING RFID TAGS | Richard C. Meyers | System Planning Corporation |
| SPC-44 | 13/344,136 | 1/5/2012 | METHOD AND APPARATUS FOR RFID READER DETECTOR | Joe McKinney, Stefaan Vermeire | System Planning Corporation and Stefaan Vermeire (joint) |
| SPC-45 | 13/345414 | 1/6/2012 | METHOD AND APPARATUS FOR SMART ELECTRONIC SEALS | Richard C. Meyers | System Planning Corporation |
| SPC-46 | 13/345571 | 1/6/12 | APPARATUS FOR TAMPER PROOF SECURITY MECHANISM AND TAMPER EVIDENT INDICATOR | Richard C. Meyers | System Planning Corporation |
| SPC-47 | 13/407,515 | 2/28/2012 | METHOD AND APPARATUS FOR COMBINING TEMPERATURE DATA FROM SEPARATE SEGMENTS OF HANDLING | Richard C. Meyers | System Planning Corporation |
| SPC-48 | 13/408990 | 2/29/2012 | METHOD AND APPARATUS FOR BIOMETRIC ACCESS FOR E-SEALS | Richard C. Meyers | System Planning Corporation |
| SPC-49 | 13/410,240 | 3/1/12 | METHOD AND APPARATUS FOR A SMART UNIT LOAD DEVICE (ULD) FOR AIR CARGO SENSING | Richard C. Meyers | System Planning Corporation |
| SPC-50 | 13/410,269 | 3/1/12 | APPARATUS FOR IMPLEMENTATION OF AUTHORIZED AGENTS FOR HANDLING SECURE FREIGHT | Richard C. Meyers | System Planning Corporation |
| SPC-70 | 13/052,030 | 3-18-2011 | SYSTEM AND METHOD FOR AN INTEGRATED ANTENNA IN A CARGO CONTAINER MONITORING AND SECURITY SYSTEM (CONT. OF SPC 10) | Richard Meyers, et al | System Planning Corporation |
| SPC-71 | 13/305712 | 11/28/2011 | PANEL SYSTEM AND METHOD WITH EMBEDDED ELECTRONICS | David J. Nagel, Justin Whiton | System Planning Corporation |

PROVISIONALS

| Docket No. | Application No. | Filing Date | Title | Inventor | Owner |
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| SPC-P051 | 61/454,598 | 3/21/11 | Method and Apparatus for Electronically Organizing Transport Documents | Richard C. Meyers | System Planning Corporation |
| SPC-P052 | 61/454,606 | 3/21/11 | Method for Establishing Platform for Translating Between Device Inputs | Richard C. Meyers | System Planning Corporation |
| SPC-P053 | 61/467,957 | 3/25/11 | Method and Apparatus for Geo-Fence Sampling Technique | Richard C. Meyers | System Planning Corporation |
| SPC-P055 | 61/467,961 | 3/25/11 | Method for Automatic Reset for Smart Containers From Remote Monitoring Station | Joe McKinney, Ron Straz | System Planning Corporation |
| SPC-P056 | 61/471,794 | 4/05/11 | Method and Apparatus for A Handheld Terminal Applications and Implementation of Secure Authorization for Handling Freight | Richard C. Meyers | System Planning Corporation |
| SPC-P058 | 61/471,801 | 4/5/11 | System and Method for Authorizing Access to A Secured Container | Richard C. Meyers | System Planning Corporation |
| SPC-54 | 61/475,029 | 4/13/11 | Method and Apparatus for Handling 2-D Fixes | Richard C. Meyers | System Planning Corporation |
| SPC-P059 | 61/481,230 | 5/1/11 | Method and Apparatus for Smart E-straps | Richard C. Meyers | System Planning Corporation |
| SPC-P057 | 61/481,636 | 5/2/11 | Method for Establishing A Secure Protocol for Pairing An RFID Tag and Asset Monitoring Device Within A Container Suite | Richard C. Meyers | System Planning Corporation |
| SPC-60 | 61/533,750 | 9/12/11 | System and Method for Tamper Evident Conductive Lining for Cargo Container | Richard C. Meyers | System Planning Corporation |

ISSUED PATENTS

| <u>Docket No.</u> | <u>Appl. & Patent No.</u> | <u>Filing Date</u> | <u>Title</u> | <u>Inventor</u> | <u>Maintenance Fees</u> | <u>Status</u> | <u>Owner</u> |
|----------------------|---------------------------------|--------------------|---|------------------------|---|--|--|
| SPC-P001 | 10/934,676 USP 7,098,784 | 9/3/04 | SYSTEM AND METHOD FOR PROVIDING CONTAINER SECURITY | Linda Easley, et al. | <input type="checkbox"/> Second Maintenance Fee due 2/29/14 | <u>Patent Issued 08-29-2006; USP 7,098,784</u> | System Planning Corporation |
| SPC-FareCard | 11/176,346 USP 7,116,798 | 07-08-2005 | FARE CARD EXPLOSIVE | Monte Chawla | <input type="checkbox"/> Second Maintenance Fee due 10/5/14 | <u>Patent Issued 10-3-2006; USP 7,116,798</u> | System Planning Corporation |
| SPC-Target Detection | 10/977,708 USP 7,236,123 | 9-3-2004 | SYSTEM FOR ENHANCED DETECTION OF A TARGET | Alan Siegel | <input type="checkbox"/> Second Maintenance Fee due 3/5/14 | <u>Patent Issued 6-26-2007; USP 7,236,123</u> | System Planning Corporation and American Systems Corporation (joint) |
| SPC-P002 | 11/488,049; USP 7,649,455 | 7/18/06 | SYSTEM AND METHOD FOR PROVIDING CONTAINER SECURITY | Linda Easley, et al. | <input type="checkbox"/> First Maintenance Fee due 7/19/13 | <u>Patent Issued 1-19-2010; USP 7,649,455.</u> | System Planning Corporation |
| SPC-P004 | 11/598,827 USP 7,853,142 | 11/14/06 | SYSTEM AND METHOD FOR AN IMAGING SYSTEM FOR A CONTAINER SECURITY SYSTEM | Richard Meyers, et al. | <input type="checkbox"/> First Maintenance Fee due 6/14/14 | <u>Patent Issued 12-14-2010; USP 7,853,142</u> | System Planning Corporation |
| SPC-P006 | 11/598,825 USP 8,010,058 | 11/14/06 | SYSTEM AND METHOD FOR USING METEOR BURST COMMUNICATIONS IN A CONTAINER TRACKING SYSTEM | Richard Meyers, et al. | <input type="checkbox"/> First Maintenance Fee due 2/30/15 | <u>Patent Issued 08-30-2011 USP 8,010,058</u> | System Planning Corporation |
| SPC-P008 | 11/598,823 USP 7,702,358 | 11/14/06 | SYSTEM AND METHOD FOR COMMUNICATIONS OF CARGO CONTAINERS IN A CONTAINER SECURITY SYSTEM USING WIRELESS AD HOC NETWORKING TECHNIQUES | Richard Meyers | <input type="checkbox"/> First Maintenance Fee due 10/20/13 | <u>Patent Issued 4-20-10; USP 7,702,358</u> | System Planning Corporation |
| SPC-P009 | 11/598,842; USP 7,623,029 | 11/14/06 | SYSTEM AND METHOD FOR LOT BASED PROCESSING AND TRACKING IN A CONTAINER SECURITY SYSTEM USING WIRELESS COMMUNICATIONS | Richard Meyers | <input type="checkbox"/> First Maintenance Fee due 5/24/13 | <u>Patent Issued 11-24-2009; USP 7,623,029</u> | System Planning Corporation |

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| SPC-P010 | 11/598,829 USP 7,973,717 | 11/14/06 | SYSTEM AND METHOD FOR AN INTEGRATED ANTENNA IN A CARGO CONTAINER MONITORING AND SECURITY SYSTEM | Richard Meyers, et al. | <input type="checkbox"/> First Maintenance Fee due 1/5/15 | <u>Patent Issued 7-05-11; USP 7,973,717</u> <u>Continuation Filed - SPC 70</u> | System Planning Corporation |
| SPC-P012 | 11/598,826 USP 7,853,210 | 11/14/06 | INTELLIGENT SENSOR OPEN ARCHITECTURE FOR A CONTAINER SECURITY SYSTEM | Richard Meyers, et al. | <input type="checkbox"/> First Maintenance Fee due 6/14/14 | <u>Patent Issued 12-14-2010; USP 7,853,210</u> | System Planning Corporation |
| SPC-P015 | 12/017,588 USP 8,138,913 | 01/22/2008 | PANEL SYSTEM AND METHOD WITH EMBEDDED ELECTRONICS | David J. Nagel, et al. | <input type="checkbox"/> First Maintenance Fee due 9/20/2015 | <u>Patented Issued 3-20-2012; USP 8,138,913</u> | System Planning Corporation |
| SPC-P025 | 12/917,409 USP 7,991,357 | 11/1/10 | INTELLIGENT SENSOR OPEN ARCHITECTURE FOR A CONTAINER SECURITY SYSTEM (Con from SPC-12) | Richard Meyers, et al. | <input type="checkbox"/> First Maintenance Fee due 2/2/15 | <u>Patent Issued 08-02-11; USP 7,991,357</u> | System Planning Corporation |