

## PATENT ASSIGNMENT

Electronic Version v1.1  
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| SUBMISSION TYPE:  | NEW ASSIGNMENT                                     |
| NATURE OF CONVEYANCE:   | SECURITY AGREEMENT                                 |
| CONVEYING PARTY DATA  |  |
| Name  | Execution Date                                     |
| E-MILES, INC.   | 05/17/2012   |
| RECEIVING PARTY DATA  |  |
| Name:   | JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT |
| Street Address:   | 2200 ROSS AVENUE, 8TH FLOOR                        |
| Internal Address:   | ATTN. CHRIS SNODGRASS                              |
| City:   | DALLAS   |
| State/Country:  | TEXAS  |
| Postal Code:  | 75201  |
| PROPERTY NUMBERS Total: 1   |  |
| Property Type   | Number   |
| Patent Number:  | D656503  |
| CORRESPONDENCE DATA   |  |
| Fax Number:   | (214)661-4691                                      |
| Phone:  | 214-953-6691                                       |
| Email:  | b.k.drinkwater@bakerbotts.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:   | B. K. Drinkwater, c/o Baker Botts L.L.P.           |
| Address Line 1:   | 2001 Ross Avenue, Suite 600                        |
| Address Line 4:   | Dallas, TEXAS 75201                                |
| ATTORNEY DOCKET NUMBER:   | 002642.2431  |
| NAME OF SUBMITTER:  | B. K. Drinkwater                                   |
| Total Attachments: 5<br>source=JPMorgan e-Miles, Inc. 17 May Sec. Agr#page1.tif<br>source=JPMorgan e-Miles, Inc. 17 May Sec. Agr#page2.tif<br>source=JPMorgan e-Miles, Inc. 17 May Sec. Agr#page3.tif<br>source=JPMorgan e-Miles, Inc. 17 May Sec. Agr#page4.tif<br>source=JPMorgan e-Miles, Inc. 17 May Sec. Agr#page5.tif |  |

CH \$40.00 D656503

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

May 17, 2012

Pursuant to an Amended and Restated Pledge and Security Agreement (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of July 14, 2011, e-Miles, Inc., a Delaware corporation ("Grantor"), whose address is 5800 Tennyson Parkway, Suite 600, Plano, Texas 75024, hereby grants and assigns to JPMorgan Chase Bank, N.A., as Administrative Agent (as defined in the Security Agreement), whose address is 2200 Ross Avenue, 8th Floor, Dallas, Texas 75201, Attention of Chris Snodgrass, a continuing security interest in and a continuing lien upon all of its right, title and interest in and to the following, whether now owned or hereafter acquired:

(a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; all renewals of any of the foregoing; all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including damages or payments for past or future infringements for any of the foregoing; the right to sue for past, present, and future infringements of any of the foregoing and all rights corresponding to any of the foregoing throughout the world, including without limitation, the foregoing as set forth on Exhibit A;

(b) any and all patents and patent applications; all inventions and improvements described and claimed therein; all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past and future infringements thereof; all rights to sue for past, present, and future infringements thereof and all rights corresponding to any of the foregoing throughout the world, including without limitation, the foregoing as set forth on Exhibit B; and

(c) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; all licenses of the foregoing, whether as licensee or licensor; all renewals of the foregoing; all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing and all rights corresponding to any of the foregoing throughout the world, including without limitation, the foregoing as set forth on Exhibit C.

The Administrative Agent's security interest in such copyrights, patents, trademarks, service marks and registrations, applications for registration thereof can be terminated only in accordance with the terms of the Security Agreement.

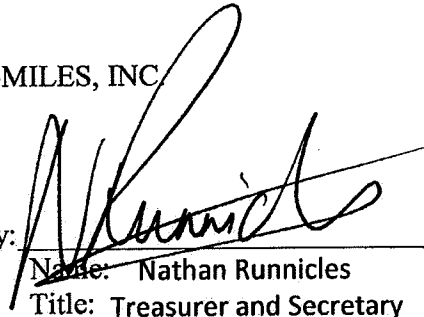
*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has executed this Intellectual Property Security Agreement as of the date first above written.

E-MILES, INC

*KRP*

By:



Name: Nathan Runnicles

Title: Treasurer and Secretary

**EXHIBIT A**

**Copyrights and Copyright Applications**

None.

HOU03:1300120

**PATENT**  
**REEL: 028233 FRAME: 0942**

**EXHIBIT B**

**Patents and Patent Applications**

| <b><u>Description</u></b>   | <b><u>Patent No.</u></b> | <b><u>Issue Date</u></b> | <b><u>Country</u></b> |
|---|--------------------------|--------------------------|-----------------------|
| Display Screen of a<br>Communications<br>Terminal with<br>Graphical User<br>Interface | D656503                  | March 27, 2012           | USA                   |

**EXHIBIT C**

Trademarks and Trademark Applications

None.

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