

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
EnvisionIT, LLC	04/30/2009
RECEIVING PARTY DATA	
Name:	LANGHOFER CELLALERT, LLC
Street Address:	1625 North Waterfront Parkway, Suite 300
City:	Wichita
State/Country:	KANSAS
Postal Code:	67206
Name:	GLA NEW VENTURES, LLC
Street Address:	17 Research Park, Suite 200
City:	St. Charles
State/Country:	MISSOURI
Postal Code:	63304
Name:	STEVE LANGHOFER INVESTMENT GROUP
Street Address:	1625 North Waterfront Parkway, Suite 300
City:	Wichita
State/Country:	KANSAS
Postal Code:	67206
Name:	LANGHOFER CELLCAST LLC
Street Address:	1625 North Waterfront Parkway, Suite 300
City:	Wichita
State/Country:	KANSAS
Postal Code:	67206
PROPERTY NUMBERS Total: 1	
Property Type	Number
PATENT	

Application Number:	13356411
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CORRESPONDENCE DATA

Fax Number: 3142382401

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3142382400

Email: patents@polsterlieder.com

Correspondent Name: Polster Lieder Woodruff & Lucchesi, LC

Address Line 1: 12412 Powerscourt Drive, Suite 200

Address Line 2: David L. Howard

Address Line 4: St. Louis, MISSOURI 63131

ATTORNEY DOCKET NUMBER:	ENIT 9835C2
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NAME OF SUBMITTER:	David L. Howard
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Total Attachments: 10

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "**Agreement**") dated as of April 30, 2009 is made and entered by and between:

EnvisionIT, LLC, a Delaware limited liability company (the "**Debtor**") with its principal executive offices at 17 Research Park, Suite 200, St. Charles, MO 63304; and

the persons and entities listed on the signature page hereof as **Secured Parties** ("**Secured Parties**").

WITNESSETH:

A. Reference is made to the Subordinated Convertible Notes listed on Schedule 1 ("**Notes**") and the Security Agreement ("**SA**") of even date herewith (as amended, modified, supplemented or restated hereafter, by and between the Debtor and the Secured Parties). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Notes and SA.

B. The Secured Parties have loaned certain capital amounts to the Debtor pursuant to, and upon the terms and subject to the conditions specified in, the Notes and SA, with specific respect to Debtor's intellectual property assets described herein.

Accordingly, the Debtor and the Secured Parties hereby agree as follows:

1. Definitions: As used herein, the following terms shall have the following meanings:

"Controlling Interest" has the meaning set forth in the Notes.

"Material Adverse Effect" means a material adverse effect on (i) the business, assets, properties, operations or condition (financial or otherwise) of Debtor taken as a whole or (ii) the ability of Debtor to repay the obligations or otherwise perform its obligations under the Notes.

"Obligations" means the obligations of the Debtor as defined in the SA.

"Patents" shall mean all U.S. and foreign national and international patents and patent applications or design rights, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation, the patents or patent applications listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Patent Collateral" shall have the meaning assigned to such term in Section 2 hereof.

2. Grant of Security Interest: In furtherance and as confirmation of the security interest granted by the Debtor to the Secured Parties under the Notes and SA, and as further security for the payment or performance, as the case may be, in full of the Obligations, Debtor hereby ratifies such security interest and grants to the Secured Parties a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of the Debtor in and to the following, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "Patent Collateral"):

- (a) All Patents.
- (b) All renewals and upgrades of any of the foregoing.
- (c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- (d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (e) All of the Debtor's rights corresponding to any of the foregoing throughout the world.

3. Protection of Patent Collateral By Debtor: Except as set forth below in this Section 3, the Debtor shall undertake the following with respect to each of the Patents described in Section 2(a):

- (a) Pay all renewal fees and other reasonable fees and costs associated with obtaining and maintaining the Patents and with prosecuting rights for the Patents in any patent or government office and take all other reasonable and necessary steps to maintain each issued and obtain and maintain each applied-for Patent.
- (b) Take all actions reasonably necessary to prevent any of the Patents from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.
- (c) At the Debtor's sole cost, expense and risk, pursue the reasonably prompt, diligent prosecution of each application for Patent that is the subject of the security interest created herein and not abandon or unnecessarily delay any such efforts.
- (d) At the Debtor's sole cost, expense and risk, take any and all action which the Debtor reasonably deems appropriate under the circumstances to

protect the Patents from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, Debtor shall not have an obligation to use or to maintain any Patents (i) that relate solely to any product that has been discontinued, abandoned or terminated, (ii) that are not necessary, in the reasonable business judgment of the Debtor, for the conduct of the business of the Debtor from time to time or (iii) that have been replaced with one or more Patents substantially similar to a Patent that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Patent does not materially adversely affect the validity of such replacement Patent and so long as such replacement Patent is subject to the lien created by this Agreement.

4. Debtor's Representations and Warranties: The Debtor represents and warrants that, except as disclosed in or pursuant to the Notes or SA:

(a) **EXHIBIT A** is a true, correct and complete list of all Patents owned by the Debtor as of the date hereof.

(b) Except as set forth in **EXHIBIT B**, none of the Patents are the subject of any licensing, right-to-use or franchise agreement pursuant to which Debtor is the licensor, grantor or franchisor.

(c) Except as specifically indicated herein, Debtor has clear and marketable title to all Patents and Patent Collateral, and the Patents and Patent Collateral are, and shall remain, free and clear of all liens, encumbrances, or security interests in favor of any entity, other than those encumbrances and liens permitted in favor of the Secured Parties.

(d) No material claim has been asserted and is pending by any entity challenging or questioning the use by Debtor of any of the Patents or the validity or effectiveness of any of the Patents, nor does Debtor know of any valid basis for any such claim, except as otherwise set forth in the Notes or SA. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of Debtor's rights in, any Patent in any respect that could reasonably be expected to result in a Material Adverse Change on the business or the property of Debtor.

(e) The Debtor shall give all of the Secured Parties written notice (with reasonable detail) within thirty (30) days following the occurrence of any of the following:

(i) The Debtor's obtaining rights to, and filing applications for any Patents not listed on **EXHIBIT A**, or otherwise acquiring ownership of any new Patents.

(ii) The Debtor's becoming entitled to the benefit of any government registered Patent whether as licensee or licensor.

(iii) The Debtor's knowing that any application or registration relating to any Patent may become permanently forfeited, abandoned or dedicated to the public, or of any final non-appealable adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in any patent office, any court or tribunal) regarding the Debtor's ownership of, or the non-appealable validity of, any Patent or the Debtor's right to register the same or to own and maintain the same.

5. Agreement Applies to Future Patents:

(a) The provisions of this Agreement shall automatically apply to any such additional Patents, property or rights described in subsections (e)(i) and (ii) of Section 4, above, all of which shall be deemed to be and treated as "Patents" within the meaning of this Agreement.

(b) Upon the reasonable request of a Controlling Interest, the Debtor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as a Controlling Interest may request to evidence the Secured Parties' security interest in any Patent and the goodwill and General Intangibles of the Debtor relating thereto or represented thereby (including, without limitation, filings with any patent or similar office), and the Debtor hereby constitutes the Secured Parties as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Secured Parties taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. Debtor's Rights To Enforce Patents: Prior to the Secured Parties' giving of notice to the Debtor following the occurrence of an Event of Default, the Debtor shall have the exclusive right to sue for past, present and future infringement of the Patents including the right to seek injunctions and/or money damages, in an effort by the Debtor to protect the Patents against encroachment by third parties, *provided, however*, the Debtor provides all of the Secured Parties with written notice of any such suit for enforcement of any Patents.

Following the occurrence and during the continuance of any Event of Default, a Controlling Interest, by notice to the Debtor may terminate or limit the Debtor's rights under this Section 6.

7. Secured Parties' Actions To Protect Patents; Actions by Secured Parties:

(a) In the event of:

(i) the Debtor's failure, within five (5) days of written notice from a Controlling Interest, to cure any failure by the Debtor to observe or perform any of the Debtor's material covenants, agreements or other obligations hereunder; and/or

(ii) the occurrence and continuance of any Event of Default,

any authorized Secured Party with the prior written consent of a Controlling Interest, acting in his, her or its own name or in that of the Debtor, may (but shall not be required to) act in the Debtor's place and stead and/or in the Secured Parties' own right in connection therewith.

(b) Any action permitted to be taken by the Secured Parties may be taken by any one or more authorized Secured Parties on behalf of the other Secured Parties if a Controlling Interest has consented to such action in writing, including, without limitation, declaring an Event of Default under any Note or this Agreement and exercising any remedies hereunder (or under applicable law), such as foreclosure. Without limiting the generality of the foregoing, no Secured Party may otherwise act on behalf of or bind any other Secured Party, and nothing contained herein shall be construed to create the relationship of employer/employee, joint venturers, partners or associates among the Secured Parties. For the avoidance of doubt, no action to enforce any provision of the Notes or this Agreement (whether pursuant to the UCC or otherwise) may be taken without the prior written consent of a Controlling Interest.

8. Rights Upon Default: Upon the occurrence of any Event of Default, a Controlling Interest may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of Missouri, with respect to the Patents, in addition to which, in connection with the exercise of any such rights and remedies, a Controlling Interest may sell, license, assign, transfer, or otherwise dispose of the Patents. The Secured Parties shall give the Debtor at least ten (10) days' prior written notice, by authenticated record, of any such intended disposition of the Patents. Any person may conclusively rely upon an affidavit of an officer of the Secured Parties that an Event of Default has occurred and that the Secured Parties are authorized to exercise such rights and remedies.

9. Secured Parties As Attorney In Fact:

(a) The Debtor hereby irrevocably constitutes and designates the Secured Parties as and for the Debtor's attorney in fact, effective following the occurrence and during the continuance of any Event of Default:

(i) To supplement and amend from time to time **EXHIBITS A and B** of this Agreement to include any new or additional Patents of the Debtor.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as any authorized Secured Party determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Patents.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated in accordance with the Notes or SA.

(c) The Secured Parties shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Secured Parties elect to do any such act or to

exercise any of such powers, they shall not be accountable for more than they actually receive as a result of such exercise of power, and shall not be responsible to Debtor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Secured Parties have had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. Secured Parties' Rights:

(a) Any use by the Secured Parties of the Patents, as authorized hereunder in connection with the exercise of the Secured Parties' rights and remedies under this Agreement and under the Notes or SA shall be coextensive with the Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Notes or SA, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Secured Parties any rights in and to the Patents, which rights are effective only following the occurrence of any Event of Default.

11. Intent: This Agreement is being executed and delivered by the Debtor for the purpose of registering and confirming the grant of the security interest of the Secured Parties in the Patent Collateral with the appropriate government offices or agencies. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the security interest granted to the Secured Parties under the Notes and SA. All provisions of the Notes and SA shall apply to the Patent Collateral. The Secured Parties shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the Patent Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Notes or SA, the terms of this Agreement shall control with respect to the Patent Collateral and the Notes or SA with respect to all other Collateral.

12. Choice of Laws: It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the State of Missouri, without regard or resort to conflict of law principles.

[SIGNATURE PAGES FOLLOW]

Signature Page to the Patent Security Agreement

IN WITNESS WHEREOF, the Debtor and the Secured Parties respectively have caused this Agreement to be executed by themselves or their respective duly authorized officers as of the date first above written.

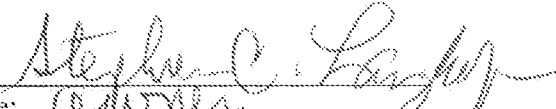
DEBTOR:

ENVISIONIT, LLC

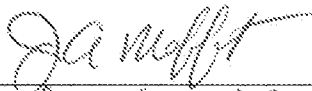
By: 
Jim A. Moffat
Chief Executive Officer

SECURED PARTIES:


LANGHOFER CELLALERT, LLC

By: 
Title: Owner

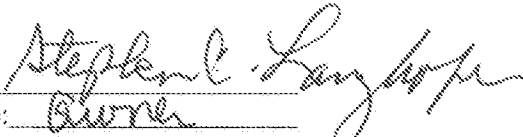
GLA NEW VENTURES, LLC

By: 
Title: President & CEO

STEVE LANGHOFER INVESTMENT
GROUP

By: 
Stephen C. Langhofer

By: LANGHOFER CELLALERT, LLC

By: 
Title: Owner

By: LANGHOFER CELLCAST LLC

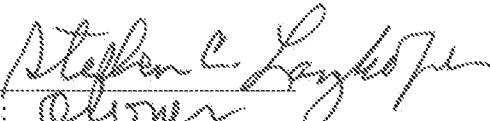
By: 
Title: Owner

EXHIBIT A

List of Patents

Patents and Patent Applications

Title	Patent No./ Application No.	Country	Filing Date	Issue Date
Public Service Message Broadcasting System and Method (ENIT 9834u1)	11/057704	United States	2/14/05	
Public Service Message Broadcasting System and Method (ENIT 9834CA)	2559423	Canada	2/14/05	
Public Service Message Broadcasting System and Method (ENIT 9834CN)	200580012316.1	China	2/14/05	
Public Service Message Broadcasting System and Method (ENIT 9834JP)	2006-553357	Japan	2/14/05	
Message Broadcasting Geo-Fencing System and Method (ENIT 9839U1)	11/602458	United States	11/20/06	
Message Broadcasting Geo- Fencing System and Method (ENIT 9839BR)	P10619069-3	Brazil	11/20/06	
Message Broadcasting Geo- Fencing System and Method (ENIT 9839CA)	2631102	Canada	11/20/06	
Message Broadcasting Geo- Fencing System and Method (ENIT 9839CN)	200680051671.4	China	11/20/06	
Message Broadcasting Geo- Fencing System and Method (ENIT 9839JP)	2008-542406	Japan	11/20/06	
Message Broadcasting Geo- Fencing System (ENIT 9839MX)	MX2008/006721	Mexico	11/20/06	
Message Broadcasting Geo-Fencing System and Method (ENIT 9839EP)	06847479.0	European Union	11/20/06	
Message Broadcasting Geo- Fencing System and Method (ENIT 9839IN)	5455/DELNP/2008	India	11/20/06	
Message Broadcasting Admission Control System and Method (ENIT 9835U1)	11/602461	United States	11/20/06	
Message Broadcasting Admission Control System and Method (ENIT 9835BR)	P10619070-7	Brazil	11/20/06	
Message Broadcasting Admission Control System and Method (ENIT 9835CA)	2631098	Canada	11/20/06	
Message Broadcasting Admission Control System and Method (ENIT 9835CN)	200680051608.0	China	11/20/06	
Message Broadcasting Admission Control System and Method (ENIT 9835EP)	06847478.2	European Union	11/20/06	
Message Broadcasting Admission Control System and Method (ENIT 9835IN)	5453/DELNP/2008	India	11/20/06	
Message Broadcasting Billing System and Method (ENIT 9837U1)	11/602462	United States	11/20/06	

Message Broadcasting Billing System and Method (ENIT 9837CA)	2630981	Canada	11/20/06	
Message Broadcasting Billing System and Method (ENIT 9837CN)	200680051668.2	China	11/20/06	
Message Broadcasting Billing System and Method (ENIT 9837EP)	06838158.1	European Union	11/20/06	
Message Broadcasting Billing System and Method (ENIT 9837IN)	5454/DELNP/2008	India	11/20/06	
Systems and Methods for Distributing Promotions Over Message Broadcasting and Local Wireless Systems (ENIT 9838U1)	11/605207	United States	11/28/06	
Systems and Methods for Distributing Promotions Over Message Broadcasting and Local Wireless Systems (ENIT 9838CN)	200680050546.1	China	11/28/06	
Systems and Methods for Distributing Promotions Over Message Broadcasting and Local Wireless System (ENIT 9838EP)	06844607.9	European Union	11/28/06	
Systems and Methods for Distributing Promotions Over Message Broadcasting and Local Wireless (ENIT 9834IN)	6022/DELNP/2008	India	11/28/06	

EXHIBIT B

List of Agreements Under Which Debtor is a Licensor, Grantor or Franchisor of One or More Patents

Exclusive license agreement between EnvisionIT and CellCast Technologies.