

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY AGREEMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Teletouch Communications, Inc.</td> <td>02/08/2013</td> </tr> <tr> <td>Progressive Concepts, Inc.</td> <td>02/08/2013</td> </tr> </tbody> </table>		Name	Execution Date	Teletouch Communications, Inc.	02/08/2013	Progressive Concepts, Inc.	02/08/2013						
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Teletouch Communications, Inc.	02/08/2013												
Progressive Concepts, Inc.	02/08/2013												
RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>DGP Teletouch Lender, LLC</td> </tr> <tr> <td>Street Address:</td> <td>c/o Downtown Capital Partners, LLC</td> </tr> <tr> <td>Internal Address:</td> <td>One Barker Ave., Suite 260</td> </tr> <tr> <td>City:</td> <td>White Plains</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10601</td> </tr> </table>		Name:	DGP Teletouch Lender, LLC	Street Address:	c/o Downtown Capital Partners, LLC	Internal Address:	One Barker Ave., Suite 260	City:	White Plains	State/Country:	NEW YORK	Postal Code:	10601
Name:	DGP Teletouch Lender, LLC												
Street Address:	c/o Downtown Capital Partners, LLC												
Internal Address:	One Barker Ave., Suite 260												
City:	White Plains												
State/Country:	NEW YORK												
Postal Code:	10601												
PROPERTY NUMBERS Total: 2													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>7252223</td> </tr> <tr> <td>Patent Number:</td> <td>5194843</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	7252223	Patent Number:	5194843						
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CORRESPONDENCE DATA													
<p>Fax Number:</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Email: stokesb@gtlaw.com</p> <p>Correspondent Name: Bethany A. Stokes</p> <p>Address Line 1: c/o Greenberg Traurig, LLP</p> <p>Address Line 2: One International Place</p> <p>Address Line 4: Boston, MASSACHUSETTS 02110</p>													
ATTORNEY DOCKET NUMBER:	119550-011300												
NAME OF SUBMITTER:	Bethany A. Stokes												
<p>Total Attachments: 8</p> <p>source=Patent and Trademark Security Agreement#page1.tif</p>													

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement") dated as of February 8, 2013, is made by and between Teletouch Communications, Inc., a Delaware corporation and Progressive Concepts, Inc., a Texas corporation (collectively, the "Grantors" and each individually, a "Grantor") and DCP Teletouch Lender, LLC ("Secured Party").

### Recitals

A. **Schedule A** hereto lists all registered patents and patent applications for patents in which Grantors are the owners.

B. **Schedule B** hereto lists all registered trademarks and applications for trademarks in which Grantors are the owners.

C. Reference is made to that certain Loan and Security Agreement, dated as of February [ ], 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among Teletouch Communications, Inc., a Delaware corporation and Progressive Concepts, Inc., a Texas corporation (collectively, the "Borrowers" and each individually, a "Borrower"), the lenders that are or may from time to time become parties hereto (collectively, the "Lenders" and each individually, a "Lender"), and DCP Teletouch Lender, LLC, as administrative agent ("Agent") for itself and the Lenders.

D. Pursuant to the Loan Agreement, Grantors have granted to Secured Party a security interest in all of their assets.

E. Secured Party has required that Grantors execute this Agreement to evidence the security interest granted to Secured Party in any patents or patent applications and trademarks or trademark applications and for recording with the United States Patent and Trademark Office.

ACCORDINGLY, in consideration of the foregoing, Grantors hereby agree as follows:

1. **Definitions.** Terms defined in the Loan Agreement and not otherwise defined herein shall have the meanings given them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Event of Default" means (i) an Event of Default, as defined in the Loan Agreement or any other loan agreement or security agreement now in existence or hereafter entered into by Borrowers, or (ii) any breach by Grantors of any of their obligations under this Agreement.

"Patents" means all of each Grantor's right, title and interest in and to (i) patents or applications for patents, (ii) fees or royalties with respect to each, (iii) the right to sue for past infringement and damages therefore, and (iv) licenses thereunder, all as presently

existing or hereafter arising or acquired, including without limitation the patents listed on **Schedule A** attached hereto.

“Security Interest” has the meaning given to such term in Section 2 hereof.

“Trademarks” means all of each Grantor’s right, title and interest in and to: trademarks, service marks, certification marks, collective membership marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, now or hereafter in force, and, with respect to any and all of the foregoing: (i) all registrations and recordation thereof and all applications in connection therewith including, but not limited to, the registrations and applications listed on **Schedule B** hereto (as such exhibit may be amended or supplemented from time to time), (ii) all renewals and extensions thereof, (iii) the goodwill of the business associated therewith and symbolized thereby, (iv) all rights corresponding to any of the foregoing throughout the world, (v) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, including, without limitation, the right to receive all proceeds of suit and damage awards therefore, and (vi) all payments, income, and royalties and rights to payments, income, and royalties arising out of the sale, lease, license assignment or other disposition thereof.

2. Security Interest. In order to secure the Obligations, Grantors hereby confirm and acknowledge that they have granted and created (and, to the extent not previously granted under the Loan Agreement, do hereby irrevocably grant and create) a security interest, with power of sale to the extent permitted by law, in the Patents and Trademarks to secure payment of the Obligations. This security interest is in any and all rights that may exist or hereafter arise under any patent or trademark law now or hereinafter in effect in the United States of America or in any other country.

3. Representations and Warranties. Each Grantor represents, warrants, covenants and agrees as follows:

(a) Patents. **Schedule A** attached hereto accurately lists all Patents owned or controlled by such Grantor free and clear of any Lien other than Permitted Liens, as of the date hereof, or to which such Grantor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, such Grantor owns, controls or has a right to have assigned to it any Patents not listed on **Schedule A** attached hereto, or if **Schedule A** attached hereto ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then such Grantor shall promptly provide written notice to Secured Party and will provide a replacement **Schedule A** if requested by Secured Party, which upon acceptance by Secured Party shall become part of this Agreement.

(b) Trademarks. **Schedule B** attached hereto accurately lists all Trademarks owned or controlled by such Grantor free and clear of any Lien other than Permitted Liens, as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Schedule B** attached hereto need not list common law marks (i.e. Trademarks for which there are no applications or registrations) which are not material to such Grantor's business(es). If after the date hereof, such Grantor owns or controls any Trademarks not listed on **Schedule B** attached hereto (other than common law marks which are not material to such Grantor's business(es)), or if **Schedule B** attached hereto ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then such Grantor shall promptly provide written notice to Secured Party and if requested by Secured Party will provide a replacement **Schedule B**, which upon acceptance by Secured Party shall become part of this Agreement.

4. Satisfaction. Upon full payment or satisfaction of the Obligations, this Agreement and the rights granted hereunder to Secured Party, shall be terminated by a written termination statement to the effect that Secured Party no longer claims a security interest under this Agreement.

5. Grantors' Use of the Patents and Trademarks. As long as no Event of Default shall have occurred and be continuing, each Grantor shall be permitted to control and manage the Patents and Trademarks, including (i) the right to receive and use the income, revenue, profits, and royalties that arise from the use of the Patents and Trademarks and any licenses thereunder, in the same manner and to the same extent as if this Agreement had not been entered into; (ii) the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, until the occurrence and continuance of an Event of Default. Each Grantor shall give Secured Party prompt notice of any change in the status of said Patents or Trademarks or Grantors' rights thereunder.

6. Authorization to Supplement. If any Grantor obtains rights to any new Patents or Patent licenses, Trademarks or Trademark licenses, the provisions of this Agreement shall automatically apply thereto. Each Grantor hereby authorizes Secured Party unilaterally to modify this Agreement by amending **Schedule A** to include such new Patent or Patent license and **Schedule B** to include any such new Trademark or Trademark license. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** hereto or **Schedule B** hereto shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Patent Collateral and Trademark Collateral, whether or not listed on **Schedule A** hereto or **Schedule B** hereto.

7. Protection of Patents and Trademarks. Each Grantor covenants that it will at its own expense protect, defend and maintain the Patents and Trademarks to the extent reasonably advisable in its business as determined by each Grantor in its sole discretion, provided that if such Grantor fails to do so, Secured Party may (but shall have no obligation to) do so in such Grantor's name or in Secured Party's name, but at such Grantor's expense, and such Grantor shall reimburse Secured Party in full for all expenses, including reasonable attorney's fees incurred by Secured Party in protecting, defending and maintaining the Patents and the

Trademarks. Each Grantor further covenants that it will give notice to Secured Party sufficient to allow Secured Party to timely carry out the provisions of this Section 7.

8. Remedies. Upon the occurrence of an Event of Default and during the continuation thereof, Secured Party may, at its option, exercise any one or more of the following remedies: (a) exercise all rights and remedies available under the UCC, or under any applicable law; (b) sell, assign, transfer, pledge, encumber or otherwise dispose of any Patent or Trademark; (c) enforce any Patent or Trademark, and any licenses thereunder; and (d) exercise or enforce any or all other rights or remedies available to Secured Party by law or agreement against the Patents and the Trademarks, against Grantors or against any other person or property. If Secured Party shall exercise any remedy under this Agreement, Grantors shall, at the reasonable request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid thereof. For the purposes of this Section 8, upon the occurrence of an Event of Default and during the continuation thereof, each Grantor appoints Secured Party as its attorney with the right, but not the duty, to endorse such Grantor's name on all applications, documents, papers and instruments necessary for Secured Party to (i) act in its own name or enforce or use the Patents or the Trademarks, (ii) grant or issue any exclusive or non-exclusive licenses under the Patents or the Trademarks to any third party, and/or (iii) sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of any Patent or Trademark. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done pursuant to the powers granted in this Section 8. This power of attorney shall be irrevocable until satisfaction of this Agreement in accordance with Section 4 hereof.

9. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of Grantors and Secured Party with respect to the Patents and the Trademarks shall in all respects be governed by the Loan Agreement, the terms of which are incorporated as fully as if set forth at length herein.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the state of New York.

11. Notices. All notices required or permitted hereunder shall be given as provided in the Loan Agreement.

12. Amendments. This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Grantors or Secured Party, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

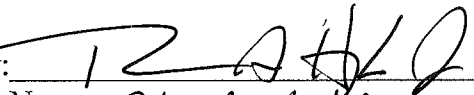
13. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute but one and the same agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

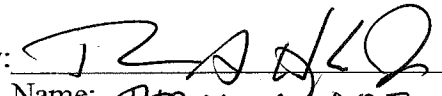
IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Grantors:

TELETOUCH COMMUNICATIONS, INC.

By:   
Name: THOMAS A. HYDE, JR.  
Title: PRESIDENT & COO

PROGRESSIVE CONCEPTS, INC.

By:   
Name: THOMAS A. HYDE, JR.  
Title: CEO & PRESIDENT

Secured Party:

DCP TELETOUCH LENDER, LLC

By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Grantors:

TELETOUCH COMMUNICATIONS, INC.

By: \_\_\_\_\_

Name:

Title:

PROGRESSIVE CONCEPTS, INC.

By: \_\_\_\_\_

Name:

Title:

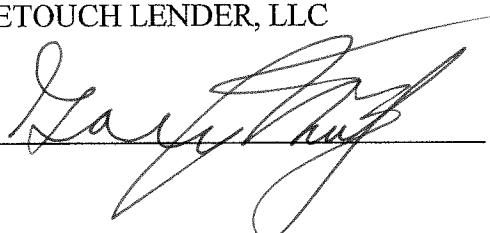
Secured Party:

DGP TELETOUCH LENDER, LLC

By: \_\_\_\_\_

Name:

Title:

A handwritten signature in black ink, appearing to read "Gary P. King", is written over a horizontal line. The signature is stylized with large, flowing loops.



**Schedule A**

**Patents**

**Patent Applications**

Teletouch Communications, Inc.

<b>PATENT/PATENT APPLICATION</b>	<b>DATE FILED</b>	<b>REGISTRATION/APPLICATION NUMBER</b>
Multiple-network system and method for loading, transferring and redeeming value through stored value accounts	5/15/05	7,252,223

Progressive Concepts, Inc.

<b>PATENT/PATENT APPLICATION</b>	<b>DATE FILED</b>	<b>REGISTRATION/APPLICATION NUMBER</b>
Automatic vehicular timing and scoring system	6/24/91	5,194,843

**Schedule B**  
**Trademarks**  
**Trademark Applications**

Teletouch Communications, Inc.

MARK	DATE FILED	REGISTRATION/SERIAL NUMBER
TELETOUCH	5/28/2004	3,116,014
TELETOUCH ALL THINGS WIRELESS	7/9/2001	2,780,628
TELETOUCH	3/27/1995	2,024,554

Progressive Concepts, Inc.

MARK	DATE FILED	REGISTRATION/SERIAL NUMBER
HAWK WIRELESS	5/1/2008	3,917,449