

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
Boomerang Systems, Inc.	06/06/2013
RECEIVING PARTY DATA	
Name:	Parking Source LLC
Street Address:	1200 Brickell Avenue
Internal Address:	Suite 1500
City:	Miami
State/Country:	FLORIDA
Postal Code:	33131
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	12032671
PCT Number:	US2010021283
Application Number:	12688813
PCT Number:	US2010021284
Application Number:	12688825
PCT Number:	US2010021285
Application Number:	13648821
PCT Number:	US2011020820
Application Number:	13004552
Application Number:	13429392
Application Number:	29388443
PCT Number:	US2012045623
Application Number:	13542629
CORRESPONDENCE DATA	

502381626

PATENT
 REEL: 030602 FRAME: 0001

OP \$520.00 12032671

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-569-5619
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Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: Eighth Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	135294-00100
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	06/12/2013
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this “**Patent Security Agreement**”) is made as of this 6th day of June, 2013 among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually “**Grantor**”), and **PARKING SOURCE LLC**, in its capacity as agent for itself and the other Lenders (as hereinafter defined) (in such capacity, “**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Loan Agreement**”) among **BOOMERANG SYSTEMS, INC.**, a Delaware corporation, **BOOMERANG SUB, INC.**, a Delaware corporation, **BOOMERANG USA CORP.**, a Delaware corporation, **BOOMERANG MP HOLDINGS INC**, a New Jersey corporation (together with each Person joined thereto as a borrower from time to time, collectively, “**Borrowers**” and each a “**Borrower**”), the lenders now or hereafter party thereto (the “**Lenders**”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security Interest in Patent Collateral. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created, arising or acquired (collectively, the “**Patent Collateral**”):

(a) all of such Grantor’s patents, patent applications, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, quality control procedures (collectively, “**Patents**” and each a “**Patent**”), and licenses for any of the foregoing (collectively, “**Licenses**” and each a “**License**”), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, divisional, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any License.

3. Security for Obligations. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any

of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **Loan Agreement.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **Authorization to Supplement.** If any Grantor shall obtain rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Patents or Licenses for Patents. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patents or Licenses for Patents of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **Counterparts.** This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **Construction.** Unless the context of this Patent Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any Other Document refer to this Patent Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

BOOMERANG SYSTEMS, INC.

By: 

Chris Mulvihill
President

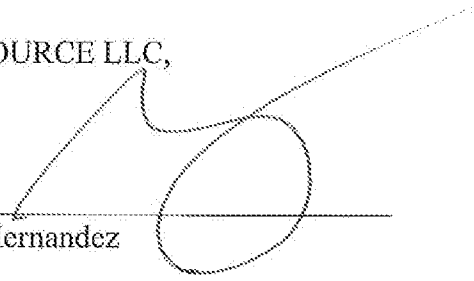
[Signature Page to Patent Security Agreement]

ACCEPTED AND
ACKNOWLEDGED BY;

PARKING SOURCE LLC,
as Agent

By: _____

Harvey Hernandez
Manager

A handwritten signature in black ink, appearing to be 'Harvey Hernandez', is written over a horizontal line. The signature is stylized with a large, looped 'H' and a cursive 'Hernandez'.

[Signature Page to Patent Security Agreement]

PATENT
REEL: 030602 FRAME: 0006

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

GRANTOR	PATENT	TYPE	STATUS	APPLICATION NO. FILING/PRIORITY DATE	PUBLICATION NO. DATE
Boomerang Systems, Inc.	Automated Storage System	Utility	Grant	12/032,671 Feb 16, 2008 Feb 16, 2007	US8260454 B2 Sep 4, 2012
Boomerang Systems, Inc.	Automated Storage and Transport Vehicle	Utility	Appl.	PCT/US2010/021283 Jan 15, 2010 Jan 17, 2009	WO2010083472 A3 Nov 4, 2010
			Appl.	12/688,813 Jan 15, 2010 Jan 17, 2009	US20100183409 A1 Jul 22, 2010
			Appl.	EP20100732185 Jan 15, 2010 Jan 17, 2009	EP2387539 A2 Nov 23, 2011
Boomerang Systems, Inc.	Omnidirectional Drive and Steering Unit	Utility	Appl.	PCT/US2010/021284 Jan 15, 2010 Jan 17, 2009	WO2010083473 A1 Jul 22, 2010
			Grant	12/688,825 Jan 15, 2010 Jan 17, 2009	US8393431 B2 Mar 12, 2013
			Appl.	EP20100732186 Jan 15, 2010 Jan 17, 2009	EP2387526 A1 Nov 23, 2011
Boomerang Systems, Inc.	Variable Offset Positioning Antenna Array	Utility	Appl.	PCT/US2010/021285 Jan 15, 2010 Jan 17, 2009	WO2010083474 A3 Nov 4, 2010
			Appl.	13/648,821 Oct 10, 2012	US20130041546 A1

GRANTOR	PATENT	TYPE	STATUS	APPLICATION NO. FILING/PRIORITY DATE	PUBLICATION NO. DATE
				Jan 17, 2009	Feb 14, 2013
			Appl.	EP20100732187 Jan 15, 2010 Jan 17, 2009	EP2387738 A2 Nov 23, 2011
Boomerang Systems, Inc.	Slewing Ring Drive	Utility	Appl.	PCT/US2011/020820 Jan 11, 2011 Jan 14, 2010	WO2011088037 A3 Nov 10, 2011
			Grant	13/004,552 Jan 11, 2011 Jan 14, 2010	US8348002 B2 Jan 8, 2013
Boomerang Systems, Inc.	Scissor Lift	Utility	Appl.	PCT/US2012/030492 Mar 25, 2012 Mar 25, 2011	WO2012135078 A3 Dec 27, 2012
			Appl.	13/429,392 Mar 25, 2012 Mar 25, 2011	US20120241698 A1 Sep 27, 2012
		Design	Grant	29/388,443 Mar 29, 2011 Mar 29, 2011	USD668425 S1 Oct 2, 2012
Boomerang Systems, Inc.	Steering and Drive Assembly	Utility	Appl.	PCT/US2012/045623 Jul 5, 2012 Jul 8, 2011	WO2013009580 A3 Apr 25, 2013
			Appl.	13/542,629 Jul 5, 2012 Jul 8, 2011	US20130008734 A1 Jan 10, 2013

LICENSES

None.

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