

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
Simplexity, LLC	07/03/2013
RECEIVING PARTY DATA	
Name:	Fifth Third Bank
Street Address:	222 S. Riverside Plaza, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8295458
Patent Number:	8024230
CORRESPONDENCE DATA	
Fax Number:	3123322196
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	5591.060
NAME OF SUBMITTER:	Kristina Bunker
Signature:	/kab/
Date:	07/10/2013
Total Attachments: 3 source=Simplexity Second Am to PSA#page1.tif source=Simplexity Second Am to PSA#page2.tif source=Simplexity Second Am to PSA#page3.tif	

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**SECOND AMENDMENT TO
PATENT SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO PATENT SECURITY AGREEMENT, dated as of July 3, 2013 (as amended, restated, supplemented or otherwise modified from time to time, this "**Second Amendment to Patent Security Agreement**"), is between **SIMPLEXITY, LLC**, a Delaware limited liability company (the "**Grantor**"), and **FIFTH THIRD BANK**, an Ohio banking corporation, as administrative agent for the Lenders (the "**Grantee**").

RECITALS

WHEREAS, Grantor and Grantee are parties to that certain Second Amended and Restated Credit Agreement dated December 16, 2010, as amended (the "**Credit Agreement**"); and

WHEREAS, in order to induce the Grantee to enter into the Credit Agreement, the Grantor executed and delivered (i) that certain Second Amended and Restated Security Agreement dated as of December 16, 2010 (the "**Security Agreement**") among Grantor, Adeptio INPC Holdings, LLC and the Grantee granting to the Grantee a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Credit Agreement) and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and (ii) that certain First Amendment to Patent Security Agreement dated as of December 16, 2010 ("**Patent Security Agreement**"); and

WHEREAS, Grantor had acquired interest in certain additional Patents (the "**New Patents**") and in accordance with the Security Agreement, the parties agree to amend the Patent Security Agreement to confirm the inclusion of such New Patents;

NOW, THEREFORE, in consideration for the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. Capitalized terms used but not otherwise defined in this Second Amendment to Patent Security Agreement shall have the meanings assigned to such terms in the Credit Agreement.


SECTION 2. AMENDMENT TO PATENT SECURITY AGREEMENT. Schedule 1 to the Patent Security Agreement shall be deemed to refer to Schedule 1 as amended by the addition of the New Patents listed on Schedule A attached hereto.

SECTION 3. EFFECT OF AMENDMENT. Except as expressly amended by this First Amendment to Patent Security Agreement, the terms of the Patent Security Agreement shall remain in full force and effect as executed.

[Signature on following page]


IN WITNESS WHEREOF, Grantor has caused this Second Amendment to Patent Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

SIMPLEXITY, LLC, a Delaware limited liability company

By: 
Name: FRANK C. BENNETT III
Title: CEO

Acknowledged:

FIFTH THIRD BANK, as Agent

By: 
Its: Philip Remick
Title: Vice President

Schedule A

New Patents

Serial Number	Title
US Patent 8,295,458	Systems and methods for monitoring "pay-as-you-go" telecommunication services
US Patent 8,024,230	System and method for a virtual inventory program for wireless sales and services