

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2875239

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SILICON VALLEY BANK	05/19/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TELECOMMUNICATION SYSTEMS, INC.
<b>Street Address:</b>	275 WEST ST
<b>City:</b>	ANNAPOLIS
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21401
<b>Name:</b>	SOLVERN INNOVATIONS, INC.
<b>Street Address:</b>	275 WEST ST
<b>City:</b>	ANNAPOLIS
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21401
<b>Name:</b>	NETWORKS IN MOTION, INC.
<b>Street Address:</b>	275 WEST ST
<b>City:</b>	ANNAPOLIS
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21401
<b>Name:</b>	MICRODATA GIS, INC.
<b>Street Address:</b>	275 WEST ST
<b>City:</b>	ANNAPOLIS
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21401
<b>Name:</b>	MICRODATA, LLC
<b>Street Address:</b>	275 WEST ST
<b>City:</b>	ANNAPOLIS
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21401
<b>Name:</b>	NEXTGEN COMMUNICATIONS, INC.
<b>Street Address:</b>	275 WEST ST
<b>City:</b>	ANNAPOLIS
<b>State/Country:</b>	MARYLAND
<b>PATENT</b>	

Postal Code:	21401
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**PROPERTY NUMBERS Total: 5**

Property Type	Number
Application Number:	12007949
Patent Number:	7533301
Patent Number:	7302612
Patent Number:	7890809
Patent Number:	7426535

**CORRESPONDENCE DATA**

**Fax Number:** (410)280-4903

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 4102951426

**Email:** DONEILL@TELECOMSYS.COM

**Correspondent Name:** DANIEL J. ONEILL

**Address Line 1:** 275 WEST ST

**Address Line 4:** ANNAPOLIS, MARYLAND 21401

<b>NAME OF SUBMITTER:</b>	DANIEL J ONEILL
<b>SIGNATURE:</b>	/djo/
<b>DATE SIGNED:</b>	05/29/2014

**Total Attachments: 4**

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## RELEASE OF SECURITY INTEREST IN PATENTS

This **RELEASE OF SECURITY INTEREST IN PATENTS** (this “**Release**”), dated as of May 19, 2014, is by and among, (a) **SILICON VALLEY BANK**, as administrative agent and collateral agent (collectively, in such capacities, “**Agent**”) for its own benefit and the benefit of the other Secured Parties (as defined in the Credit Agreement referred to below), and (b) **TELECOMMUNICATION SYSTEMS, INC.**, a Maryland corporation (“**TCS**”), **SOLVERN INNOVATIONS, INC.**, a Maryland corporation (“**Solvern**”), **NETWORKS IN MOTION, INC.**, a Delaware corporation (“**NIM**”), **MICRODATA GIS, INC.**, a Vermont corporation (“**microDATA GIS**”), **MICRODATA, LLC**, a Maryland limited liability company (“**microDATA LLC**”), and **NEXTGEN COMMUNICATIONS, INC.**, a Maryland corporation (“**NextGen**,” and together with TCS, Solvern, NIM, microDATA GIS, and microDATA LLC, jointly and severally, individually and collectively, referred to as the “**Grantor**”), each with a principal place of business located at 275 West Street, Suite 400, Annapolis, Maryland 21401;

WHEREAS, reference is made to (i) a certain Credit Agreement dated as of June 25, 2013, (as amended, modified, supplemented or restated and in effect from time to time, the “**Credit Agreement**”; capitalized terms used herein but not defined shall have the definitions used in the Credit Agreement) by and among Agent, the several banks and other financial institutions or entities from time to time parties thereto (“**Lenders**”), Silicon Valley Bank, as the Issuing Lender and the Swingline Lender, and Grantor and (ii) a certain Guarantee and Collateral Agreement dated as of June 25, 2013 (as amended, modified, supplemented or restated and in effect from time to time, the “**Security Agreement**”) by Grantor in favor of Agent;

WHEREAS, pursuant to the terms of the Security Agreement and a certain Patent Security Agreement dated as of June 25, 2013 (the “**Patent Security Agreement**”), by and between Agent and Grantor, Grantor has granted to Agent, for the ratable benefit of the Secured Parties, a security interest in, among other things, certain Patents (as defined in the Security Agreement) to secure the Obligations;

WHEREAS, pursuant to the terms of a certain Intellectual Property Security Agreement dated as of December 31, 2009 (as amended, modified, supplemented or restated and in effect from time to time, the “**IP Security Agreement**”), by and between Agent and certain Grantors, such Grantors have granted to Agent, for the ratable benefit of the Secured Parties (as defined in the IP Security Agreement), a security interest in, among other things, certain Intellectual Property Collateral (as defined in the IP Security Agreement) to secure certain obligations of such Grantors;

WHEREAS, an executed copy of the IP Security Agreement was recorded in the United States Patent and Trademark Office on January 29, 2010 at Reel 023870 Frame 0484;

WHEREAS, Grantor has requested that Agent release and reassign its interest in the patents and patent applications more fully identified in Schedule A annexed hereto and made a part hereof, as well as the rights associated with such patents and patent applications; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Agent hereby:

1. fully and unconditionally releases and reassigns to Grantor any and all liens, security interests, right, title and interest of Agent pursuant to the Security Agreement, the Patent Security Agreement and the IP Security Agreement in the patents and patent applications more fully identified in Schedule A (the “**Patents**”), including, without limitation, (i) all improvements, divisions, continuations,

renewals, reissues, extensions and continuations-in-part of the Patents, (ii) any and all claims for damages by way of past, present and future infringement of any of the Patents or any of the items listed in (i) above, including the right to sue for and collect damages for such causes of action related to any of the foregoing, (iii) all rights to collect payments pursuant to the Patents or any of the foregoing, and (iv) any additional rights associated with the Patents or any of the foregoing, without recourse or representation or warranty, express or implied, of any kind; and

2. authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

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IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Patents to be executed as of date first written above.

AGENT:

SILICON VALLEY BANK

By: M. S.

Name: Michael S. S.

Title: Vice President

PATENT

REEL: 033053 FRAME: 0770

SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST IN PATENTS  
LIST OF PATENTS AND PATENT APPLICATIONS

**U.S. PATENTS & APPLICATIONS**

Patent No.	Application No.	Filing Date	Issue Date	Title
7,533,301	11/984,640	11/20/2007	5/12/2009	High level operational support system
7,302,612	10/426,640	5/1/2003	11/27/2007	High level operational support system
7,890,809	12/385,190	4/1/2009	2/15/2011	High level operational support system
7,426,535	10/265,740	10/8/2002	9/16/2008	Coordination of data received from one or more sources over one or more channels into a single context
n/a	12/007,949	1/17/2008	n/a	Coordination of data received from one or more sources over one or more channels into a single context

**FOREIGN PATENTS & APPLICATIONS**

None.