

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3377208

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INSYNC SOFTWARE, INC.	02/16/2015
RECEIVING PARTY DATA	
Name:	MACQUARIE CAF LLC
Street Address:	125 WEST 55TH STREET, 15TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7518511
CORRESPONDENCE DATA	
Fax Number:	(650)838-5109
<i>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.</i>	
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Correspondent Name:	BENJAMIN PETERSEN
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Address Line 2:	SHEARMAN & STERLING LLP
Address Line 4:	PALO ALTO, CALIFORNIA 94306
ATTORNEY DOCKET NUMBER:	37635/5
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	06/01/2015
Total Attachments: 5	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**IP Security Agreement**”), dated February 16, 2015, among the Person listed on the signature pages hereof (the “**Grantor**”), and Macquarie CAF LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Collateral Agent”) is delivered by the Grantor pursuant to the Pledge and Security Agreement, dated as of October 10, 2014 (as it may be from time to time amended, restated, modified or supplemented, the “**Security Agreement**”), among ORBCOMM Inc., the other Grantors named therein, and the Collateral Agent. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement.

Accordingly, the Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the United States Patent registrations and applications set forth in Schedule A hereto (collectively, the “Collateral”).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

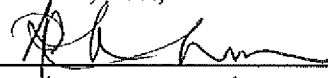
SECTION 6. GOVERNING LAW. THIS IP SECURITY AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

* * *

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

INSYNC SOFTWARE, INC.,

By: _____



Name:

Ashish Chona

Title:

Exec. Chairman

IP Security Agreement

PATENT
REEL: 035758 FRAME: 0945

MACQUARIE CAF LLC, as Collateral Agent,

By: *D. Prince / G. Scarpa*

Name: **D. Prince / G. Scarpa**

Title: **Authorized Signatorie**

IP Security Agreement

PATENT
REEL: 035758 FRAME: 0946

SCHEDULE A TO THE
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES PATENTS

#7,518,511 B1 Issued 4/14/2009 issued by the US Patent and Trademark Office: "Dynamic Product Tracking System Using RFID"

#4833-5497-7313

RECORDED: 06/01/2015

**PATENT
REEL: 035758 FRAME: 0947**