

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3446503

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SILICON VALLEY BANK, AGENT	03/25/2015
RECEIVING PARTY DATA		
Name:	TELECOMMUNICATION SYSTEMS, INC.	
Street Address:	275 WEST STREET	
City:	ANNAPOLIS	
State/Country:	MARYLAND	
Postal Code:	21401	
Name:	SOLVERN INNOVATIONS, INC.	
Street Address:	275 WEST STREET	
City:	ANNAPOLIS	
State/Country:	MARYLAND	
Postal Code:	21401	
Name:	NETWORKS IN MOTION, INC.	
Street Address:	275 WEST STREET	
City:	ANNAPOLIS	
State/Country:	MARYLAND	
Postal Code:	21401	
Name:	MICRODATA GIS, INC.	
Street Address:	275 WEST STREET	
City:	ANNAPOLIS	
State/Country:	MARYLAND	
Postal Code:	21401	
Name:	MICRODATA, LLC	
Street Address:	275 WEST STREET	
City:	ANNAPOLIS	
State/Country:	MARYLAND	
Postal Code:	21401	
Name:	NEXTGEN COMMUNICATIONS, INC.	
Street Address:	275 WEST STREET	
City:	ANNAPOLIS	

PATENT

State/Country:	MARYLAND
Postal Code:	21401
Name:	OLIVE ACQUISITION, LLC
Street Address:	275 WEST STREET
City:	ANNAPOLIS
State/Country:	MARYLAND
Postal Code:	21401

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	7565155
Patent Number:	7881730
Patent Number:	8095152
Patent Number:	8577390
Application Number:	60371941
Application Number:	14067415

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 STREET

Address Line 4: ANNAPOLIS, MARYLAND 21401

ATTORNEY DOCKET NUMBER:	BLUESTONE
NAME OF SUBMITTER:	DANIEL J. ONEILL
SIGNATURE:	/Daniel J O'Neill/
DATE SIGNED:	07/20/2015

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 March 25, 2015, is by and among, (a) **SILICON VALLEY BANK**, as administrative agent (“**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**”), **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 “**Borrower**”) and **OLIVE ACQUISITION, LLC**, a Maryland limited liability company (“**Olive**,” and together with Borrower, 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 Borrower and (ii) a certain Guarantee and Collateral Agreement dated as of June 25, 2013 by Borrower in favor of Agent, as supplemented by that certain Assumption Agreement dated as of June 9, 2014 by Olive in favor of Agent (as further amended, modified, supplemented or restated and in effect from time to time, the “**Security Agreement**”);

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 Borrower, 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 (a) 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 (b) (i) all right, title and interest in the Patents, (ii) all causes of action (whether currently pending, filed, or otherwise) and other enforcement rights under the Patents including, without limitation, all rights to sue, to countersue and to pursue damages, injunctive relief, and any other remedies of any kind for past, current and future infringement, (iii) all rights to recover and collect settlement arrangements, license payments (including lump sum payments), royalties and other payments due now or hereafter due or payable with respect thereto, under or on account of any of the Patents or any of the foregoing and (iv) any and all privileges, including the benefit of all attorney-client privilege and attorney work product privilege; 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 March 25, 2015.

AGENT:

SILICON VALLEY BANK

By: Will Deevy
Name: Will Deevy
Title: Vice President

SCHEDULE A
TO
PARTIAL RELEASE OF SECURITY INTEREST IN PATENTS

LIST OF PATENTS AND PATENT APPLICATIONS

U.S. PATENTS

Patent No.	Application No.	Filing Date	Issue Date	Title
7565155	10/410,740	4/10/2003	7/21/2009	Method and System for Dynamic Estimation and Predictive Route Generation
7881730	12/484,091	6/12/2009	2/1/2011	Method and System for Dynamic Estimation and Predictive Route Generation
8095152	12/929,458	1/26/2011	1/10/2012	Method and System for Dynamic Estimation and Predictive Route Generation
8577390	13/346,265	1/9/2012	11/5/2013	Method and System for Dynamic Estimation and Predictive Route Generation

US PATENT APPLICATIONS

Application No.	Filing Date	Issue Date	Title
60/371,941	4/10/2002	Pending Application	Method and System for Dynamic Estimation and Predictive Route Generation
14/067,415	10/30/2013	Pending Application	Method and System for Dynamic Estimation and Predictive Route Generation