

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aeroscout Inc.		10/28/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gold Hill Capital 2008, LP		
Street Address:	One Almaden Blvd., Suite 630		
Internal Address:	Attn: Alex Choy		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2821794	AEROSCOUT	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	170973-015		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/Jean Paterson/		

CH \$40.00 2821794

900146446

**TRADEMARK
 REEL: 004087 FRAME: 0250**

Date:

10/29/2009

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between GOLD HILL CAPITAL 2008, LP ("Secured Party") and AEROSCOUT INC. ("Grantor").

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Secured Party and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1300 Island Drive, Suite 202
Redwood City, CA 94065

Attn:

Address of Secured Party:

One Almaden Blvd., Suite 630
San Jose, CA 95113

Attn: Alex Choy

GRANTOR:

AEROSCOUT INC.

By: 

Title: CEO

SECURED PARTY:

GOLD HILL CAPITAL 2008, LP
By: Gold Hill Capital 2008, LLC, General Partner

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

AEROSCOUT INC.

1300 Island Drive, Suite 202
Redwood City, CA 94065

By: _____

Attn:

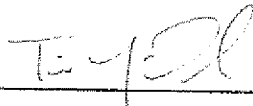
Title: _____

SECURED PARTY:

Address of Secured Party:

GOLD HILL CAPITAL 2008, LP
By: Gold Hill Capital 2008, LLC, General Partner

One Almaden Blvd., Suite 630
San Jose, CA 95113

By:  _____

Attn: Alex Choy

Title: Tim McDonough
Principal
Gold Hill Capital

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application/Filing Date</u>
DISTANCE MEASUREMENT USING HALF-DUPLEX RF TECHNIQUES	6731908	01/16/2001
ACCURATE DISTANCE MEASUREMENT USING RF TECHNIQUES	6859761	01/16/2001
SYSTEM AND METHOD FOR REDUCING MULTIPATH DISTORTION IN WIRELESS DISTANCE MEASUREMENT SYSTEMS	6898415	01/16/2001
METHOD AND APPARATUS FOR ENHANCING SECURITY IN A WIRELESS NETWORK USING DISTANCE MEASUREMENT TECHNIQUES	6961541	05/24/2002
METHOD AND SYSTEM FOR DISTANCE MEASUREMENT IN A LOW OR ZERO INTERMEDIATE FREQUENCY HALF-DUPLEX COMMUNICATIONS LOOP	7139581	11/21/2006
JEWELRY CASE WITH INVISIBLE SPRING HINGE	6530498	01/12/2001

Patent Applications

METHOD AND SYSTEM FOR RADIO-FREQUENCY PROXIMITY DETECTION USING RECEIVED SIGNAL STRENGTH VARIANCE	10/452,547	06/02/2003
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application/Filing Date</u>
AeroScout	2,821,794	11-22-2002

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date