

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Enforcement Video, LLC		10/07/2010	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Texas Captial Bank		
<b>Street Address:</b>	2000 McKinney Avenue		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3833758	WATCH GUARD	
<b>Registration Number:</b>	3833759	WATCH GUARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)659-4059		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214. 651.2011		
<b>Email:</b>	alison.cross@strasburger.com		
<b>Correspondent Name:</b>	Alison Cross		
<b>Address Line 1:</b>	901 Main		
<b>Address Line 2:</b>	Suite 4400		
<b>Address Line 4:</b>	Dallas, TEXAS 75202		
<b>ATTORNEY DOCKET NUMBER:</b>	81580.0136		
<b>NAME OF SUBMITTER:</b>	Alison Cross		
<b>Signature:</b>	/s/		

CH \$65.00 3833758

**900177346**

**TRADEMARK**  
**REEL: 004418 FRAME: 0049**

**Date:**

11/12/2010

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "*IP Security Agreement*") dated as of October 7, 2010, is made by Enforcement Video, LLC, a Texas limited liability company ("*Debtor*"), in favor of Texas Capital Bank, National Association, a national banking association ("*Secured Party*").

WHEREAS, Debtor has entered into that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") with Secured Party; and

WHEREAS, as a condition precedent to the making of the loans by Secured Party under the Credit Agreement, Debtor has executed and delivered in favor of Secured Party that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"); and

WHEREAS, under the terms of the Credit Agreement and the Security Agreement, Debtor has granted to Secured Party a security interest in, among other property, all Intellectual Property of Debtor; and

WHEREAS, Debtor has agreed to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities;

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

1. **Definitions.** Terms defined in the Credit Agreement have the same meanings when used herein unless otherwise defined herein or the context hereof otherwise requires.
2. **Grant of Security.** Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to the following (the "*Collateral*"):
  - (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
  - (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "*Trademarks*");
  - (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Debtor, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "*Copyrights*");
  - (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto;
  - (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

3. Security for Liabilities. The grant of a security interest in the Collateral by Debtor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Obligations.

4. Recordation. Debtor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental authority record this IP Security Agreement.

5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Security Agreement. Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party with respect to the Collateral are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

EXECUTED as of the day, month and year first above written.

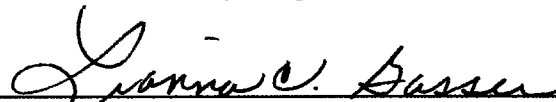
**ENFORCEMENT VIDEO, LLC**

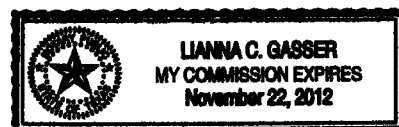
Address for Notices:  
3001 Summit Avenue, Suite 400  
Plano, Texas 75074

By:   
Russell Walker  
Chief Financial Officer

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on October 7, 2010, by Russell Walker, Chief Financial Officer of Enforcement Video, LLC, a Texas limited liability company, on behalf of said limited liability company.

  
\_\_\_\_\_  
Notary Public, State of Texas



## **SCHEDULE A**

### **PATENTS**

#### **Provincial Patent Applications:**

- 47565-P001V1 Police car video recording
- 47565-P002V1 Ballastic tire deflation device for police cars
- 47565-P003V1 Laser-based speed-determination device for use in a moving vehicle
- 47565-P004V1 Combined wide-angle/zoom camera for license plate identification
- 47565-P005V1 Range-sensitive wireless microphone with out-of-range recording feature
- 47565-P006V1 360-degree camera for use in police car event recording (US and WO)
- 47565-P007V1 High-resolution storage of images (US and WO)
- 47565-P011V1 Multi-resolution storage of images (US and WO)
- 47565-P013V1 Extending battery life of a wireless microphone
- 47565-P014V1 Categorized event recording in multiple resolutions (US and WO)
- 47565-P015V1 Method and System for single-camera license-plate magnification
- 47565-P016V1 Method and System for Flash Lidar-Based Vehicle speed determination
- 47565-P017V1 Method and System for Split-Screen Video Display

## **SCHEDULE B**

### **TRADEMARKS**

**Issued:**

- 3,833,758 Watch Guard ( name)
- 3,833,759 Watch Guard and Logo

**Applications:**

- 4274-00300 4RE
- 4274-00500 RECORD AFTER THE FACT

**SCHEDULE C**  
**COPYRIGHTS**

None.