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
Enforecement Video, LLC		02/20/2013	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	Texas Capital Bank, National Association
Street Address:	2000 McKinney
Internal Address:	Suite 700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Banking Association: TEXAS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3833758	WATCH GUARD
Registration Number:	3833759	WATCH GUARD
Serial Number:	85649186	RECORD AFTER THE FACT

CH $90.00 3833758

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: elaine.flores@strasburger.com
Correspondent Name: Elaine D. Flores
Address Line 1: 901 Main Street
Address Line 2: Suite 4400
Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	81580.0136

NAME OF SUBMITTER:	Elaine D. Flores
Signature:	/s/
Date:	03/05/2013

Total Attachments: 6
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this ***"IP Security Agreement"***) dated as of February 21, 2013, 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 Amended and Restated 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 Amended and Restated 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

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(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.

8. Amendment and Restatement. This IP Security Agreement is executed in amendment and restatement of, and supersedes in its entirety, that certain IP Security Agreement dated October 7, 2010, by Debtor for the benefit of Secured Party.

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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: _____
David Walker
Chief Financial Officer

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on February 20, 2013, by David 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

JO DAVENPORT
Notary Public, State of Texas
My Commission Expires
June 03, 2016

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SCHEDULE A

PATENTS

Provisional Patent Applications:

- 12/779492 Method of and system for mobile surveillance and event recording
  Robert Vanman and Simon Goble, 5/13/2010
- 12/779564 Method of and system for mobile surveillance and event recording
  Robert Vanman and Simon Goble, 5/13/2010
- 12/780050 Method of and system for mobile surveillance and event recording
  Robert Vanman and Simon Goble, 5/14/2010
- 12/780092 Method of and system for mobile surveillance and event recording
  Robert Vanman and Simon Goble, 5/14/2010
- 12/362302 Laser-based speed determination device for use in a moving vehicle
  Robert Vanman and Andrew Cilia, former CTO, 1/29/2009
- 13/489615 Omnidirectional camera for use in police car event recording
  Andrew Cilia, former CTO, 6/6/2012
- 12/371189 System and method for high-resolution storage of images
  Robert Vanman and Andrew Cilia, former CTO, 2/13/2009
- 12/509939 Method and system of extending battery life of a wireless microphone
  Andrew Cilia, former CTO, 7/27/2009
- 12/694931 Method and system for categorized event recording of images in multiple resolution levels
  Robert Vanman and Andrew Cilia, former CTO, 1/27/2010
- 13/095107 Method and system for single-camera license-plate recognition and magnification
  Robert Vanman, Andrew Cilia and Brent Robertson, Engineering Manager, 5/6/2010
- 13/108791 Method and system for flash-lidar based speed determination
  Andrew Cilia, 5/16/2011
- 13/109557 Method and system for split-screen video display
  Robert Vanman and Andrew Cilia, 5/17/2011

Patents:

- 11/249662 Method of and system for mobile surveillance and event recording
  Robert Vanman and Simon Goble, Issue Date – 12/20/2011
- 12/181571 Ballistic tire-deflation device for security vehicles
  Robert Vanman and Andrew Cilia, former CTO, Issue Date – 3/1/2011
- 12/228773 Range-sensitive wireless microphone with out-of-range recording feature
  Robert Vanman and Andrew Cilia, former CTO, Issue Date – 2/21/2012
- 12/362381 Omnidirectional camera for use in police car event recording
  Andrew Cilia, former CTO, Issue Date – 7/24/2012

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SCHEDULE B

TRADEMARKS

Trademarks:

Issued:

- 3,833,758 Watch Guard (name)
  File Date: 7/17/2009
- 3,833,759 Watch Guard and Logo
  File Date: 7/17/2009

Applications:

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

SCHEDULE C

COPYRIGHTS

None.