

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TrackingPoint, Inc.		07/31/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. Six Mile Road		
Internal Address:	National Documentation Services, Mail Code 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	86041160	FREEFIRE	
Serial Number:	85960393	TRACKINGPOINT LABS	
Serial Number:	85895730	XACTSYSTEM	
Registration Number:	4471348	TP	
Registration Number:	4471346	TRACKINGPOINT	
Registration Number:	4471347	TRACKINGPOINT	
Serial Number:	86071789	SHOT. MADE.	
Serial Number:	86071787	TAG TRACK XACT	
Serial Number:	86071781	TTX	
Serial Number:	86071780	TTK	
Serial Number:	86071773	TAG TRACK KILL	
Serial Number:	86084869	TAG TRACK REACT	
Serial Number:	86265055	ONE SHOT ZERO	
Serial Number:	86084865	TTR	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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>			
Phone:	734-930-0121		
TRADEMARK			

OP \$365.00 86041160

Email: asujek@bodmanlaw.com
Correspondent Name: Angela Alvarez Sujek - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
SIGNATURE:	/Angela Alvarez Sujek/
DATE SIGNED:	08/12/2014

Total Attachments: 8

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 31, 2014 by and between COMERICA BANK ("Bank") and TRACKINGPOINT, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

D. Grantor and Bank entered into an Intellectual Property Security Agreement dated July 28, 2011 (the "Existing IP SA") and Grantor and Bank desire to replace the Existing IP SA with an amended and restated agreement evidenced by this Agreement and the Loan Agreement.

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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 Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of the rights, powers or remedies provided for in this 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 Bank, of any or all other rights, powers or remedies.

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Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement and the Loan Agreement amend and restate the Existing IPSA in its entirety. Nothing contained herein shall be deemed to alter or impair the Liens established by the Existing IPSA, which Liens remain in full force and effect with all priorities unchanged.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated 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:

3813 Helios Way
Pflugerville, Texas 78660

TRACKINGPOINT, INC.

By: 

Title: CFO

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By: 

Title: SENIOR VICE PRESIDENT

[Signature Page to Intellectual Property Security Agreement (3736417)]

TRADEMARK
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EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

Title	App. No.	Filing Date	Reg. No.	Date Granted
Software-extensible gun scope and method	13/732153	12/31/12	n/a	n/a
Location-based small arms control system	13/732206	12/31/12	n/a	n/a
Heads up display for a gun scope of a small arms firearm	14/134917	12/19/13	n/a	n/a
Optical device including a mode for grouping shots for use with precision guided firearms	13/718764	12/18/12	n/a	n/a
Optical device including an adaptive life-cycle ballistics system for firearms	13/712931	12/12/12	n/a	n/a
Rifle scope, apparatus, and method including proximity detection and warning system	13/712924	12/12/12	n/a	n/a
System for automatically aligning a rifle scope to a rifle	13/535014	6/27/12	n/a	n/a
Electronic user interface and method for controlling precision guided firing of a rifle	13/539374	6/30/12	n/a	n/a
Target-correlated electronic rangefinder	13/491575	6/7/12	n/a	n/a
Rifle scope and method of providing embedded training	13/460829	4/30/12	n/a	n/a
Rifle scope with video output stabilized relative to a target	13/460817	4/30/12	n/a	n/a

Title	App. No.	Filing Date	Reg. No.	Date Granted
Rifle scope including a circuit configured to track a target	13/460825	4/30/12	n/a	n/a
Rifle scope, portable telescope, and binocular display device including a network transceiver	13/360545	1/27/12	n/a	n/a
Trigger assembly and method of optical detection of a trigger assembly state	13/351220	1/16/12	n/a	n/a
Trigger assembly and system including a blocking mechanism	13/342817	1/3/12	n/a	n/a
System and method of controlling discharge of a firearm	13/384338	8/10/12	n/a	n/a
Optical Device Configured to Determine a Prey Score of Antlered Prey	13/716033	12/14/12	n/a	n/a
Portable Optical Device With Interactive Wireless Remote Capability	13/732191	12/31/12	n/a	n/a
Computer-Readable Storage Device, System and Method of Automatically Generating a Hunt Story	14/213421	3/14/14	n/a	n/a
System and Method of Locating Prey	13/732200	12/31/12	n/a	n/a
Range-Based Control to Prevent Point-Blank	14/203904	3/11/14	n/a	n/a
Firearm System Including a Gun Scope Configured to Limit Human Targeting	14/203915	3/11/14	n/a	n/a
Precision Guided Firearm Including an Optical Scope Configured to Determine Timing of Discharge	13/913351	6/7/13	n/a	n/a
Precision Guided Firearm With Hybrid Sensor Fire Control	13/913353	6/7/13	n/a	n/a
Precision Guided Handgun and Method	14/150646	1/8/14	n/a	n/a

Title	App. No.	Filing Date	Reg. No.	Date Granted
Automatic Target Acquisition for a Firearm	14/166630	1/28/14	n/a	n/a

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
FREEFIRE	86/041160	8/19/13	n/a	n/a
TRACKINGPOINT LABS	85/960393	6/14/13	n/a	n/a
XACTSYSTEM	85/895730	4/4/13	n/a	n/a
	85/460289	10/31/11	4,471,348	1/21/14
TRACKINGPOINT	85/460272	10/31/11	4,471,346	1/21/14
	85/460282	10/31/11	4,471,347	1/21/14
SHOT. MADE.	86/071789	9/23/13	n/a	n/a
TAG TRACK XACT	86/071787	9/23/13	n/a	n/a
TTX	86/071781	9/23/13	n/a	n/a
TTK	86/071780	9/23/13	n/a	n/a
TAG TRACK KILL	86/071773	9/23/13	n/a	n/a
TAG TRACK REACT	86/084869	10/7/13	n/a	n/a
ONE SHOT ZERO	86/265055	4/29/14	n/a	n/a
TTR	86/084865	10/7/13	n/a	n/a