

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UTILITY ASSOCIATES, INC.		06/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SQUARE 1 BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	86402290	EVIDENCE ECOSYSTEM	
Serial Number:	86714508	FIRST CONTACT	
Serial Number:	86389477	THE ULTIMATE WITNESS	
Serial Number:	86389454	BODYWORN	
Serial Number:	86389465	BODYWORN THE ULTIMATE WITNESS UU	
Serial Number:	86402277	BODYWORN	
Serial Number:	85637215	TRANSITCAM	
Serial Number:	85219802	SMART CREW	
Serial Number:	85151928	U	
Serial Number:	85151923	U UTILITY	
Serial Number:	78587131	TRANSITCAM	
Serial Number:	76250925	DIGITALPATROLLER	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	loandocsdept@square1bank.com		

CH \$315.00 86402290

Correspondent Name: Square 1 Bank
Address Line 1: 406 Blackwell Street
Address Line 2: Suite 240
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER: LEE CONNER

SIGNATURE: /LEECONNER-CCD/

DATE SIGNED: 09/02/2015

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 30, 2015 by and between SQUARE 1 BANK ("*Bank*") and UTILITY ASSOCIATES, 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 Loan and Security Agreement by and between Bank and Grantor dated April 29, 2015 (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 extend and to continue to extend financial accommodations 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.

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 (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 (collectively, "*Intellectual Property Collateral*").

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

square 1 bank

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 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 Bank, of any or all other rights, powers or remedies.

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.

SIGNATURE PAGE FOLLOWS

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2.

TRADEMARK
REEL: 005615 FRAME: 0425



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:

250 E. Ponce De Leon Ave #600
Decatur, GA 30030

UTILITY ASSOCIATES, INC.

By: *Robert S. McKee*
Name: Robert S. McKee
Title: CEO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

SQUARE 1 BANK

By: *Evan Travis*
Name: Evan Travis
Title: VP

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EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
Avail : computer software source code.	V3619D389	8/3/2012
RCM : computer software source code.	V3619D389	8/3/2012
Datasync : computer software source code.	V3619D389	8/3/2012

EXHIBIT B
PATENTS

Description	Application Number OR Patent Number	Application OR Filing Date
METHOD FOR SWITCHING FROM A FIRST CELLULAR NETWORK TO A SECOND CELLULAR NETWORK	8781475	07/15/2014
COMPOSITE MOBILE DIGITAL INFORMATION SYSTEM	6831556	12/14/2004
MOBILE DIGITAL VIDEO RECORDING SYSTEM	7768548	08/03/2010
ASSEMBLY FOR PROTECTING PC CARDS AND PERIPHERAL CONNECTORS	7804691	9/28/2010
SYSTEM AND METHOD FOR SECURELY DISTRIBUTING LEGAL EVIDENCE	14084072	11/19/2013

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
EVIDENCE ECOSYSTEM	86402290	9/22/2014
FIRST CONTACT	86714508	8/4/2015
THE ULTIMATE WITNESS	86389477	9/9/2014
BODYWORN	86389454	9/9/2014
BODYWORN THE ULTIMATE WITNESS UU	86389465	9/9/2014
BODYWORN	86402277	9/22/2014
TRANSITCAM	85637215	5/29/2012
SMART CREW	85219802	1/18/2011
U	85151928	10/13/2010
U UTILITY	85151923	10/13/2010
TRANSITCAM	78587131	3/15/2005
DIGITALPATROLLER	76250925	5/3/2001