

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM357488

<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>
Qognify Ltd.		09/18/2015	COMPANY: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Monroe Capital Management Advisors, LLC		
<b>Street Address:</b>	311 South Wacker Drive		
<b>Internal Address:</b>	Suite 6400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2341646	NICE VISION	
<b>Registration Number:</b>	3494545	SITUATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	312 558570		
<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>			
<b>Phone:</b>	312 558-6352		
<b>Email:</b>	mfoy@winston.com		
<b>Correspondent Name:</b>	Michelle C. Foy, Winston & Strawn LLP		
<b>Address Line 1:</b>	35 West Wacker Drive		
<b>Address Line 2:</b>	Suite 4200		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-9703		
<b>ATTORNEY DOCKET NUMBER:</b>	7207.48		
<b>NAME OF SUBMITTER:</b>	Michelle Foy		
<b>SIGNATURE:</b>	/Michelle C. Foy/		
<b>DATE SIGNED:</b>	10/05/2015		
<b>Total Attachments: 6</b>			
source=Monroe-NICE US Trademark Security Agreement (executed)#page1.tif			
source=Monroe-NICE US Trademark Security Agreement (executed)#page2.tif			

CH \$65.00 2341646

source=Monroe-NICE US Trademark Security Agreement (executed)#page3.tif

source=Monroe-NICE US Trademark Security Agreement (executed)#page4.tif

source=Monroe-NICE US Trademark Security Agreement (executed)#page5.tif

source=Monroe-NICE US Trademark Security Agreement (executed)#page6.tif

## U.S. TRADEMARK SECURITY AGREEMENT

This U.S. TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of September 18, 2015, is made by QOGNIFY LTD., a company incorporated and existing under the laws of the State of Israel and QOGNIFY LIMITED, a company incorporated and existing under the laws of the United Kingdom (“Grantors”), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

Grantors have executed and delivered that certain Guaranty and Collateral Agreement of even date herewith, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Grantors are pledging and granting to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors agree, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby pledge and grant to Administrative Agent a continuing security interest in, all of the Grantors’ right, title and interest in, to and under the following Collateral of the Grantors (the “Trademark Collateral”):

(a) all of the Grantors’ Trademarks and all Intellectual Property Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and the Grantors hereby acknowledge and agree that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by

reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern. This Agreement has been executed and delivered by Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

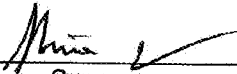
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.


[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**QOGNIFY LIMITED**, a company  
incorporated and existing under the laws of  
England and Wales

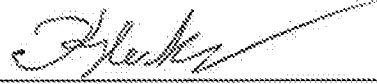
By:   
Name: Shimon Levi  
Title: Director

**QOGNIFY LTD.**, a company incorporated  
and existing under the laws of the State of  
Israel

By:   
Name: Shimon Levi  
Title: Director

[Signature Page Trademark Security Agreement]

MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC, as Administrative Agent

By:  \_\_\_\_\_

Name: Kyle Asher

Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005638 FRAME: 0042**

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT  
Trademark Registrations

1. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Trademark Name	Trademark Registration Number	Trademark Application Number	Date of Application	Date of Registration	Country
Qognify Limited	FAST	Pending	2003/03950			South Africa
Qognify Limited	FAST	Pending	2003/03953			South Africa
Qognify Limited	FAST	Pending	2003/03952			South Africa
Qognify Limited	FAST	Pending	2003/03951			South Africa
Qognify Limited	FAST VIDEO SECURITY & DESIGN	505971	08149/2002	9/20/2002	9/20/2002	Switzerland
Qognify Ltd.	NICE VISION	743927	743927	9/12/1997	2/18/2000	Australia
Qognify Ltd.	NICE VISION	643304	643304	9/16/1997	3/18/2004	Europe
Qognify Ltd.	NICE VISION	2175932	2175932	8/26/1998	12/8/2000	Great Britain
Qognify Ltd.	NICE VISION	4337125	9-158568	9/12/1997	11/19/1999	Japan
Qognify Ltd.	NICE VISION	2,341,646	75/258,249	3/17/1997	4/11/2000	United States
Qognify Ltd.	NiceVision	204299		9/26/2007	1/25/2009	Israel

<b>Grantor</b>	<b>Trademark Name</b>	<b>Trademark Registration Number</b>	<b>Trademark Application Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>	<b>Country</b>
Qognify Ltd.	SITUATOR	3494545	77051659	11/28/2006	9/2/2008	United States

Common Law Trademarks:

1. Fast alpha silver.
2. NICE Situator.
3. NiceVision Alto.
4. NiceVision Analytics.
5. NiceVision Control Center.
6. NiceVision Digital.
7. NiceVision Net.
8. NiceVision NVSAT.
9. NiceVision Pro.
10. Open Situation Management.
11. NiceVision Harmony.
12. Suspect Search.
13. Alpha Blue.