

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FireScope, Inc.		12/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Alliance Semiconductor Corporation		
Street Address:	3300 South Dixie Hwy, Suite 1-365		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33405		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3736112	FIRESCOPE	
CORRESPONDENCE DATA			
Fax Number:	4159848701		
<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:	415-984-8700		
Email:	cmartin@omm.com		
Correspondent Name:	Christopher Martin, Esq.		
Address Line 1:	O'Melveny & Myers LLP		
Address Line 2:	Two Embarcadero Center, 28th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	16050-4		
NAME OF SUBMITTER:	Alexandra C. Echery		
SIGNATURE:	/Alexandra C. Echery/		
DATE SIGNED:	12/24/2015		
Total Attachments: 4			
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, FIRESCOPE, INC., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, FireScope, Inc., a Delaware corporation, **Pangea Systems US LLC**, a Delaware limited liability company, **FireScope Australia Pty Limited**, a proprietary limited company organized under the laws of Australia, **FireScope Europe Limited**, a limited company organized under the laws of England and Wales, **FireScope Asia Pte. Ltd.**, a company organized under the laws of Singapore, and **Pangea Systems Ltd**, a limited company organized under the laws of England and Wales (collectively, “**Borrower**”), have entered into a Loan Agreement dated as of December 21, 2015 (said Loan Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Loan Agreement**”) with Alliance Semiconductor Corporation, as Lender (in such capacity, “**Secured Party**”), pursuant to which Secured Party has made certain commitments, subject to the terms and conditions set forth in the Loan Agreement, to make certain loans to Borrower; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 21, 2015 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or

received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 21st day of December, 2015.

FIRESCOPE, INC.

By: 

Name: LEANNE POLGAR

Title: CEO

[Signature Page to Grant of Trademark Security Interest]

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

U.S. Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
FireScope, Inc.	FIRESCOPE	3736112	01/12/2010