

900362963 05/03/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM382747

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Firescope, Inc		05/02/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cherwell Software, LLC		
Street Address:	10125 Federal Drive, Suite 100		
City:	Colorado Springs		
State/Country:	COLORADO		
Postal Code:	80908		
Entity Type:	DELAWARE <i>Limited Liability Company</i>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3736112	FIRESCOPE	
CORRESPONDENCE DATA			
Fax Number:	4048538806		
<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:	404-853-8127		
Email:	julie.murphy@sutherland.com		
Correspondent Name:	Sutherland Asbill & Brennan LLP		
Address Line 1:	999 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309-3996		
ATTORNEY DOCKET NUMBER:	32312-0025		
NAME OF SUBMITTER:	Brennan Posner		
SIGNATURE:	/Brennan Posner/		
DATE SIGNED:	05/03/2016		
Total Attachments: 4			
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO CHERWELL SOFTWARE, LLC (“CHERWELL”) PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY CHERWELL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE SUBORDINATION AGREEMENT, DATED AS OF MAY 2, 2016 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG ALLIANCE SEMICONDUCTOR CORPORATION, AS SENIOR LENDER, CHERWELL, AS SUBORDINATED LENDER, AND THE BORROWER REFERRED TO THEREIN. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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, **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, and **Firescope Asia Pte. Ltd.**, a company organized under the laws of Singapore (collectively, “**Borrower**”), have entered into a Loan Agreement dated as of May 2, 2016 (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 Cherwell Software, LLC, 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 May 2, 2016 (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.

[The remainder of this page is intentionally left blank.]

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 ____ day of May 2, 2016.

FIRESCOPE, INC.

By: *MK Menegay*
Name: Michael K. Menegay
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005791 FRAME: 0238

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

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