

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Total Recall Corporation		05/17/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	American Capital, Ltd., as Agent		
Street Address:	2 Bethesda Metro Center, 14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3217856	CRIMEEYE	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic C/O Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	05/19/2016		
Total Attachments: 6			
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 18, 2014 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BETWEEN ALLY BANK, AS THE FIRST LIEN AGENT AND AMERICAN CAPITAL, LTD. AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

GRANT OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)

GRANT OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN), May 17, 2016, by TOTAL RECALL CORPORATION, a New York corporation ("Grantor"), in favor of AMERICAN CAPITAL, LTD., a Delaware corporation, as administrative agent ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Loan and Security Agreement dated as of December 18, 2014 by and among Convergent Technologies LLC, a Delaware limited liability company ("Borrower"), Grantor, the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Second Lien Loan Agreement"), the Lenders have agreed to make Loans and to extend Letters of Credit for the benefit of Borrower and the other Loan Parties; and

WHEREAS, as security for the Loan Parties' obligations under the Second Lien Loan Agreement, pursuant to the terms of the Second Lien Loan Agreement, Grantor granted to Agent, for the benefit of Agent and the Lenders, a continuing security interest in, lien on, and right of set-off against all Trademarks (as defined in the Second Lien Loan Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing security interest in, and lien upon, all of Grantor's presently existing or hereafter arising right, title and interest in and to all registered Trademarks referred to on Schedule A hereto (the "Registered Trademarks").

3. **SECOND LIEN LOAN AGREEMENT.** The security interests granted pursuant hereto are one and the same as those granted to Agent, on behalf of itself and the Lenders, pursuant to the Second Lien Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Registered Trademarks made and granted hereby are more fully

set forth in the Second Lien Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Grant of Security Interest in Trademarks may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.

5. APPLICABLE LAW. This Grant of Security Interest in Trademarks shall be governed by, and construed in accordance with, the laws of the State of New York (without regard to principles of conflicts of law).

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

TOTAL RECALL CORPORATION

By: 
Name: Alan C. Bergschneider
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AMERICAN CAPITAL, LTD.,
as Agent

By: _____
Name: _____
Title: _____

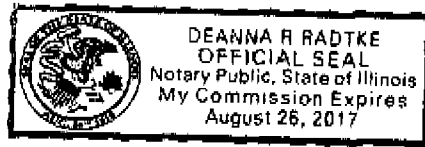
Grant of Security Interest in
Trademarks

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

On this 17th day of May, 2016, before me personally came Alan C. Bergschneider, to me known, who being duly sworn, did depose and say, that he is the Chief Financial Officer of Total Recall Corporation, the entity described in and which executed the foregoing instrument.

Deanna Radtke
Notary Public



Acknowledgment of Grantor to
Grant of Security Interest in
Trademarks

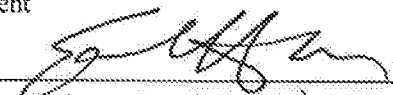
IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

TOTAL RECALL CORPORATION

By: _____
Name: Alan C. Bergschneider
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:


AMERICAN CAPITAL, LTD.,
as Agent

By: 
Name: Sam Kinson
Title: MANAGING DIRECTOR C.S.P.

Grant of Security Interest in
Trademarks

Schedule A

Marks

Mark	Application Number	Filing Date	Registration Number	Registration Date	Country
	78886705	May 18, 2006	3217856	March 13, 2007	United States