

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391781

<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>
UTILITY ASSOCIATES, INC.		06/30/2015	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK (as successor in interest by merger to Square 1 Bank)		
<b>Street Address:</b>	406 BLACKWELL STREET		
<b>Internal Address:</b>	SUITE 240		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	State Chartered Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86822767	SMART REDACTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	919-314-3086		
<b>Email:</b>	diligencereview@square1bank.com		
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK		
<b>Address Line 1:</b>	406 BLACKWELL STREET		
<b>Address Line 2:</b>	SUITE 240		
<b>Address Line 4:</b>	DURHAM, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	Nicholas Nance		
<b>SIGNATURE:</b>	/nicholasnance-tkf/		
<b>DATE SIGNED:</b>	07/18/2016		
<b>Total Attachments: 6</b>			
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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: 005836 FRAME: 0050**



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**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
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**

<u>Description</u>	<u>Application Number OR Patent Number</u>	<u>Application OR Filing Date</u>
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
METHOD FOR SWITCHING FROM A FIRST CELLULAR NETWORK TO A SECOND CELLULAR NETWORK	9282495	03/08/2016
VIDEO RECORDING DEVICE HOLSTER	14847224	09/08/2015
INTEGRATING DATA FROM MULTIPLE DEVICES	14820092	08/06/2015

**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
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
SMART REDACTION	86822767	11/17/2015