

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COPsync, Inc.		09/26/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Dominion Capital LLC		
Street Address:	341 west 38th Street		
Internal Address:	Suite 800		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	85837840	DATAONIX	
Serial Number:	85837837	D	
Serial Number:	87022034	BEACON	
Registration Number:	4259136	VIDTAC	
Registration Number:	4365839	WARRANTSYNC REAL-TIME WARRANT CLEARING	
Registration Number:	4389257	VIDTAC POWERED BY PATROL	
Registration Number:	4436803	DATAONIX	
Registration Number:	4463112	WARRANTSYNC	
Registration Number:	4498427	ONE NETWORK CONNECTING ALL VENDORS	
Registration Number:	4530082	BANKSYNC	
Registration Number:	4585085	ONE NETWORK CONNECTING LAW ENFORCEMENT	
Registration Number:	4846480	D	
Registration Number:	4846481	DATAONIX	
CORRESPONDENCE DATA			
Fax Number:	2126030490		
<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:	2126030490		

OP \$340.00 85837840

Email: dc@robinsonbrog.com
Correspondent Name: David Cykiert
Address Line 1: 875 Third Ave
Address Line 2: 9th floor
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: David Cykiert

SIGNATURE: /David Cykiert, Esq/

DATE SIGNED: 10/07/2016

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**"), dated as of September 26, 2016, by COPsync, Inc., a Delaware corporation (the "**Grantor**"), in favor of Dominion Capital LLC as agent (the "**Agent**") for the secured parties referred to below.

WHEREAS:

A. Reference is made to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), entered into by and among the Grantor and the Agent, and the other Secured Parties (as defined in the Security Agreement), which secures certain now existing and future arising obligations owing to the Secured Parties under the Transaction Documents as provided in the Security Agreement;

B. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent this Agreement;

C. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired (1) trademarks, patents, and copyrights; (2) trademark applications, patent applications, and copyright applications; and (3) trademark licenses, patent licenses, and copyright licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common law rights related thereto, including, without limitation, each United States federally registered trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, renewals, continuations or extensions thereof and all goodwill associated therewith (collectively, the "Trademarks");

2. Each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto;

3. All products and proceeds of the foregoing items 1 through 2, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”);

4. All letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, and all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, the patents and patent applications set forth on Schedule 2 annexed hereto (collectively, the “**Patents**”);

5. Each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto;

6. All products and proceeds of the foregoing items 4 through 5, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, violation or other impairment of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “**Patent Collateral**”);

7. All copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, including, without limitation, each United States federally registered copyright and copyright application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof (collectively, the “**Copyrights**”);

8. Each copyright license, including, without limitation, each copyright license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith;

9. All products and proceeds of the foregoing items 7 through 8, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, violation or other impairment of any copyright, including, without limitation, any copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the “**Copyright Collateral**”; items 1 through 9 being herein (i.e., the Trademark Collateral, the Patent Collateral, and the Copyright Collateral) collectively referred to as the “**IP Collateral**”).

This security interest is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the IP Collateral made and 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

Grantor shall give Agent prior written notice of the filing of any additional application for registration of any trademark and prompt notice in writing of any additional trademark registrations, patent registration, or copyright registrations granted therefor after the date hereof. Without limiting Grantor's obligations under this paragraph, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedules 1, 2, or 3 to include any future United States registered trademarks, registered copyrights, issued patents, or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules 1, 2, or 3 shall in any way affect, invalidate or detract from Agent's continuing security interest, for the benefit of the Secured Parties, in all Collateral, whether or not listed on Schedule 1, 2, or 3.

Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks, Patents and Copyrights subject to the security interest hereunder.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

This Agreement is a Document (as defined in the Purchase Agreement).

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within the City of New York, New York, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

COPSYNC, INC.,
a Delaware corporation

By: Ronald A Woessner
Name: RONALD A WOESSNER
Title: CEO

9-23-16

Acknowledged:

DOMINION CAPITAL LLC,
as Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

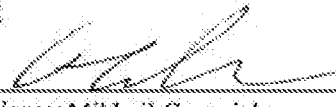
The Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

COPSYNC, INC.,
a Delaware corporation

By: _____
Name:
Title:

Acknowledged:

DOMINION CAPITAL LLC,
as Agent

By: 
Name: Mikhail Gurevich
Title: Managing Member

SCHEDULE 1
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Collateral

Pending Trademarks:

Mark	Application Number	Description
DATAONIX	85/837840	Payment processing services, namely, credit card and debit card transaction processing services.
D & Design	85/837837	Payment processing services, namely, credit card and debit card transaction processing services.
BEACON	87/022034	Emergency position-indicating radio beacons; Emergency signal transmitters; Hand-held signaling device to trigger an emergency alert to law enforcement; A wearable emergency signal transmitting device to trigger an emergency response from first responders.
COPSYNC 911	802106829	Computer software for application and database integration pertaining to safety and security matters in educational institutions; Computer software for computer system and application development, deployment and management pertaining to safety and security matters in educational institutions; Computer software for creating searchable databases of information and data pertaining to safety and security matters in educational institutions; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information pertaining to safety and security matters in educational institutions; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports pertaining to safety and security matters in educational institutions; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties pertaining to safety and security matters in educational institutions. (IC38) Providing electronic communications networks in the nature of an online network service for electronic communications between network users, including law enforcement agencies and educational institutions, on the subject of law enforcement matters as well as pertaining to safety and security matters in educational institutions.

Registered Trademarks:

Mark	Registered Number	Description
COPSYNC	801734546	Audio and video recording systems, namely, cameras, video cameras, infrared cameras, thermographic cameras, optical and electronic apparatus and instruments, video recorders, thermal imagers, microphones, computer hardware and computer software, all for use in law enforcement, police patrol, vehicle traffic management, security monitoring, surveillance, tracking, infrared signature, night observation, and search and rescue applications; audio and video equipment and components, namely, audio and video transmitters, receivers and transceivers and related components and accessories, all for transmission and reception of audio, video and data, for use in law enforcement, police patrol, vehicle traffic management, security monitoring, surveillance, tracking, infrared signature, night observation, search and rescue applications, and for communication, exchanges and coordination with and support of fire, law enforcement, police, ambulance, hospital, private security monitoring, and other public and private safety personnel; Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of

		warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; Computer software for use in emergency response services; Computer software for use in records management; (IC36) Payment processing services, namely, credit card and debit card transaction processing services; (IC38) Providing private and secure real time electronic communications over a computer network; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for law enforcement; Providing an information sharing and data interoperability service, namely, integration of computer systems and networks for private security organizations.
VidTac	4259136	Audio and video recording systems, namely, cameras, video cameras, infrared cameras, thermographic cameras, optical and electronic apparatus and instruments, video recorders, thermal imagers, microphones, computer hardware and computer software, all for use in law enforcement, police patrol, vehicle traffic management, security monitoring, surveillance, tracking, infrared signature, night observation, and search and rescue applications; audio and video equipment and components, namely, audio and video transmitters, receivers and transceivers and related components and accessories, all for transmission and reception of audio, video and data, for use in law enforcement, police patrol, vehicle traffic management, security monitoring, surveillance, tracking, infrared signature, night observation, search and rescue applications, and for communication, exchanges and coordination with and support of fire, law enforcement, police, ambulance, hospital, private security monitoring, and other public and private safety personnel.
WARRANTSYNC Logo	4365839	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; (IC36) Payment processing services, namely, credit card and debit card transaction processing services; (IC38) Providing private and secure real time electronic communications over a computer network; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for law enforcement.
VIDTAC POWERED BY PATROL Logo	4389257	Audio and video recording systems, namely, cameras, video cameras, infrared cameras, thermographic cameras, optical and electronic apparatus and instruments, video recorders, thermal imagers, microphones, computer hardware and computer software, all for use in law enforcement, police patrol, vehicle traffic management, security monitoring, surveillance, tracking, infrared signature, night observation, and search and rescue applications; audio and video equipment and components, namely, audio and video transmitters, receivers and transceivers and related components and accessories, all for transmission and reception of audio, video and data, for use in law enforcement, police patrol, vehicle traffic management, security monitoring, surveillance, tracking, infrared signature, night observation, search and rescue applications, and for communication, exchanges and coordination with and support of fire, law enforcement, police, ambulance, hospital, private security monitoring, and other public and private safety personnel.
DATAonix	4436803	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports.

WARRANTSNYC	4463112	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; (IC36) Payment processing services, namely, credit card and debit card transaction processing services; (IC38) Providing private and secure real time electronic communications over a computer network; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for law enforcement.
ONE NETWORK CONNECTING ALL VENDORS	4498427	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for law enforcement; Providing electronic communications networks in the nature of an online network service for electronic communications between network users on the subject of law enforcement, and between network users and law enforcement databases.
BANKSYNC	4530082	Providing electronic communications networks in the nature of an online network service for electronic communications between network users, including law enforcement agencies and financial institutions, on the subject of law enforcement matters
ONE NETWORK CONNECTING LAW ENFORCEMENT	4585085	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; (IC38) Providing electronic communication over a computer network between network users, including law enforcement agencies, on the subject of law enforcement; Providing access to databases of federal, state and local law enforcement agencies; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for law enforcement.
DATAonix	009448523	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports.
D & Design	4846480	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for

		<p>integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; (IC38) Providing private and secure real time electronic communications over a computer and/or wireless network; providing electronic communications networks in the nature of an online and/wireless network service for electronic communications between network users on the subject of law enforcement, and between network users and law enforcement databases; providing electronic communications networks in the nature of an online and/or wireless network service for electronic communications among and between network users, including among law enforcement agencies, between law enforcement agencies and financial institutions, between law enforcement agencies and educational institutions, between law enforcement and penal institutions, between law enforcement and private security organizations, between law enforcement and fire fighters, between law enforcement and emergency response providers, on the subject of law enforcement matters as well as pertaining to safety, security public disaster matters; providing electronic communications networks in the nature of an online and/or wireless network service for electronic communications between network users on the subject of law enforcement, safety, security and public disaster matters, and between network users and law enforcement; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for private security organizations and for law enforcement.</p>
DATAONIX	4846481	<p>Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; (IC38) Providing private and secure real time electronic communications over a computer and/or wireless network; providing electronic communications networks in the nature of an online and/wireless network service for electronic communications between network users on the subject of law enforcement, and between network users and law enforcement databases; providing electronic communications networks in the nature of an online and/or wireless network service for electronic communications among and between network users, including among law enforcement agencies, between law enforcement agencies and financial institutions, between law enforcement agencies and educational institutions, between law enforcement and penal institutions, between law enforcement and private security organizations, between law enforcement and fire fighters, between law enforcement and emergency response providers, on the subject of law enforcement matters as well as pertaining to safety, security public disaster matters; providing electronic communications networks in the nature of an online and/or wireless network service for electronic communications between network users on the subject of law enforcement, safety, security and public disaster matters, and between network users and law enforcement; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for private security organizations and for law enforcement.</p>

SCHEDULE 2
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Collateral

Patents:

Status	Title	Application No.	Registration No.	Description
Registered	Method, System and Computer Program for Law Enforcement		9,047,768	The patent is for a method performed by an information handling system comprising a network connection for communicating information about at least one subject, wherein the subject includes at least one of a subject vehicle or a subject person.
Registered	Video Capturing System Including Two Independent Image Sensors		9,143,670	The patent is for an in-vehicle video system comprising a forward-looking camera system that includes two independent image sensors and associated digital signal processors for processing imagery received from the respective independent image sensors.
Pending	Video Capture System Including Two Independent Image Sensors	14/821,612		
Pending	Method, System and Computer Program Product for Law Enforcement	14/726,274		
Pending	Method, System and Computer Program Product for Law Enforcement	14/192,369		Methods, systems and apparatus include computer programs encoded on a computer-readable storage medium, including a method for providing information. The method includes receiving a prompt from a user operator associated with a first unit. The method further includes determining a location associated with the first unit. The method further includes responsive to the prompt, determining one or more second mobile units within a geographic area associated with the location. The method further includes outputting a communication to the one or more second mobile units. The method further includes enabling a direct communication link between the user operator and operator associated with a respective one of the one or more second mobile units. The method further includes providing environment information to the one or more second mobile units based on at least in part on the prompt.

SCHEDULE 3
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyright Collateral

None.