

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412261

<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>
TRACKINGPOINT, INC.		07/31/2014	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 w. six mile road		
<b>Internal Address:</b>	mc 7512		
<b>City:</b>	livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	TEXAS BANKING ASSOCIATION: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87180041	ONE SHOT NATION	
<b>Serial Number:</b>	87179984	ULTRAFLAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>	858-550-6433		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	4401 EASTGATE MALL		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	036703-1749 Trackingpoint		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/		
<b>DATE SIGNED:</b>	01/13/2017		
<b>Total Attachments: 8</b>			
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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 31, 2014 by and between COMERICA BANK ("Bank") and TRACKINGPOINT, 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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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 make the Loans 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.

D. Grantor and Bank entered into an Intellectual Property Security Agreement dated July 28, 2011 (the "Existing IPSA") and Grantor and Bank desire to replace the Existing IPSA with an amended and restated agreement evidenced by this Agreement and the Loan Agreement.

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 Collateral (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.

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 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 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.

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**TRADEMARK**  
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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.

This Agreement and the Loan Agreement amend and restate the Existing IPSA in its entirety. Nothing contained herein shall be deemed to alter or impair the Liens established by the Existing IPSA, which Liens remain in full force and effect with all priorities unchanged.

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IN WITNESS WHEREOF, the parties have caused this Amended and Restated 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:

3813 Helios Way  
Pflugerville, Texas 78660

TRACKINGPOINT, INC.

By: 

Title: CFO

Address of Bank:

Comerica Bank  
National Documentation Services  
39200 Six Mile Rd.  
Mail Code 7578  
Livonia, MI 48152

BANK:

COMERICA BANK

By: 

Title: SENIOR VICE PRESIDENT

[Signature Page to Intellectual Property Security Agreement (3736417)]

TRADEMARK  
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EXHIBIT A

Copyrights

None

**EXHIBIT B  
(to the IPSA)**

**Patents**

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue/ Application Date</u>
SOFTWARE-EXTENSIBLE GUN SCOPE AND METHOD	13/732,153	12-31-2012
LOCATION-BASED SMALL ARMS CONTROL SYSTEM	13/732,206	12-31-2012
HEADS UP DISPLAY FOR A GUN SCOPE OF A SMALL ARMS FIREARM	14/134,917	12-19-13
OPTICAL DEVICE INCLUDING A MODE FOR GROUPING SHOTS FOR USE WITH PRECISION GUIDED FIREARMS	13/718,764	12-18/12
OPTICAL DEVICE INCLUDING AN ADAPTIVE LIFE-CYCLE BALLISTICS SYSTEM FOR FIREARMS	8,936,193	01/20/15
RIFLE SCOPE, APPARATUS, AND METHOD INCLUDING PROXIMITY DETECTION AND WARNING SYSTEM	9,459,076	10/04/16
SYSTEM FOR AUTOMATICALLY ALIGNING A RIFLE SCOPE TO A RIFLE	8,826,583	09/09/14
ELECTRONIC USER INTERFACE AND METHOD FOR CONTROLLING PRECISION GUIDED FIRING OF A RIFLE	9,025,040	05/05/15
TARGET-CORRELATED ELECTRONIC RANGEFINDER	13/491,575	06/07/12
RIFLE SCOPE AND METHOD OF PROVIDING EMBEDDED TRAINING	13/460,829	04/30/12
RIFLE SCOPE WITH VIDEO OUTPUT STABILIZED RELATIVE TO A TARGET	9,036,035	05/19/15
RIFLE SCOPE INCLUDING A CIRCUIT CONFIGURED TO TRACK A TARGET	13/460,825	04/30/12
RIFLE SCOPE, PORTABLE TELESCOPE, AND BINOCULAR DISPLAY DEVICE INCLUDING A NETWORK TRANSCEIVER	13/360,545	01/27/12
TRIGGER ASSEMBLY AND METHOD OF OPTICAL DETECTION OF A TRIGGER ASSEMBLY STATE	9,032,656	01/16/12
TRIGGER ASSEMBLY AND SYSTEM INCLUDING A BLOCKING MECHANISM	8,850,734	10/07/14
SYSTEM AND METHOD OF CONTROLLING DISCHARGE OF A FIREARM	9,110,295	08/18/15

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue/ Application Date</u>
OPTICAL DEVICE CONFIGURED TO DETERMINE A PREY SCORE OF ANTLERED PREY	8,998,085	04/07/15
PORTABLE OPTICAL DEVICE WITH INTERACTIVE WIRELESS REMOTE CAPABILITY	13/732,191	12/31/12
COMPUTER-READABLE STORAGE DEVICE, SYSTEM AND METHOD OF AUTOMATICALLY GENERATING A HUNT STORY	14/213,421	03/14/14
SYSTEM AND METHOD OF LOCATING PREY	9,068,800	06/30/15
RANGE-BASED CONTROL TO PREVENT POINT-BLANK	14/203,904	03/11/14
FIREARM SYSTEM INCLUDING A GUN SCOPE CONFIGURED TO LIMIT HUMAN TARGETING	14/203,915	03/11/14
PRECISION GUIDED FIREARM INCLUDING AN OPTICAL SCOPE CONFIGURED TO DETERMINE TIMING OF DISCHARGE	9,127,907	09/08/15
PRECISION GUIDED FIREARM WITH HYBRID SENSOR FIRE CONTROL	9,222,754	12/29/15
PRECISION GUIDED HANDGUN AND METHOD	9,366,493	06/14/16
AUTOMATIC TARGET ACQUISITION FOR A FIREARM	14/166,630	01/28/14
SYSTEM FOR AUTOMATICALLY ALIGNING A RIFLE SCOPE TO A RIFLE	9,372,051	06/21/16
SYSTEM AND METHOD OF LOCATING PREY	9,335,121	05/10/16
RIFLE SCOPE WITH VIDEO OUTPUT STABILIZED RELATIVE TO A TARGET	14/715,590	05/18/15
ELECTRONIC USER INTERFACE AND METHOD FOR CONTROLLING PRECISION GUIDED FIRING OF A RIFLE	14/703,800	05/04/15
SYSTEM AND METHOD OF CONTROLLING DISCHARGE OF A FOREARM	14/828,194	08/17/15
TRIGGER ASSEMBLY OF A PRECISION GUIDED FIREARM	14/815,931	07/31/15
TRIGGER ASSEMBLY AND METHOD OF OPTICAL DETECTION OF A TRIGGER ASSEMBLY STATE	14/715,582	05/18/15



<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue/ Application Date</u>
PRECISION GUIDED HANDGUN AND METHOD	14/150,646	01/08/14
AUTOMATIC TARGET ACQUISITION FOR A FIREARM	14/166,630	08/28/14
OPTICAL DEVICE HAVING A LIGHT SEPARATION ELEMENT	14/309,909	06/20/14

**EXHIBIT C  
(to the IPSA)**

**Trademarks**

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
FREEFIRE	86/041,160	08/19/13
TRACKINGPOINT LABS	85/960,393	06/14/13
XACTSYSTEM	85/895,730	04/04/13
TP	4,471,348	10/31/11
TRACKINGPOINT	4,471,346	10/31/11
TRACKINGPOINT	4,471,347	10/31/11
SHOT.MADE	4.669,648	09/23/13
TAG TRACK XACT	4,587,493	09/23/13
TTX	86/071,781	09/23/13
TTK	86/071,780	09/23/13
TAG TRACK KILL	86/071,773	06/23/13
TAG TRACK REACT	86/084,869	10/07/13
ONE SHOT ZERO	86/265,055	04/29/13
TTR	86/084,865	10/07/13
ONE SHOT NATION	87/180,041	09/22/16
ULTRAFLAT	87/179,984	09/22/16