TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414128

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Restated Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Enforcement Video, LLC	FORMERLY Enforcement Video, LLC d/b/a Watchguard Video (a Texas limited liability company)	12/29/2016	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Texas Capital Bank
Street Address:	2000 McKinney Avenue, Suite 700
Internal Address:	ATTN: Jeff Scott
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	87181936	OUR SHIFT NEVER ENDS
Serial Number:	86609473	VISTA
Serial Number:	85963313	4RE
Serial Number:	85649186	RECORD AFTER THE FACT
Serial Number:	77783878	WATCH GUARD
Serial Number:	77783816	WATCH GUARD

OP $165.00 87181936

CORRESPONDENCE DATA

Fax Number: 2142000853

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.

Phone: 2109787487
Email: venisa.dark@haynesboone.com
Correspondent Name: Venisa Dark, Haynes and Boone LLP
Address Line 1: 2323 Victory Avenue, Suite 700
Address Line 4: Dallas, TEXAS 75219

NAME OF SUBMITTER:	Venisa Dark

SIGNATURE:	/Venisa Dark/
DATE SIGNED:	01/30/2017

Total Attachments: 7
source=2016-12-29 Restated IP Security Agreement from Enforcement Video LLC to Texas Capital Bank#page1.tif
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RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "***IP Security Agreement***") dated as of December 29, 2016, is made by Enforcement Video, LLC, a Texas limited liability company ("***Debtor***"), in favor of Texas Capital Bank, National Association, a national banking association ("***Administrative Agent***").

WHEREAS, Debtor, Administrative Agent and certain lenders party thereto (each a "***Lender***" and collectively "***Lenders***") are entering into a Sixth Amendment to Amended and Restated Credit Agreement dated as of the date hereof (the "***Sixth Amendment***") pursuant to which certain modifications are being made to that certain Amended and Restated Credit Agreement dated as of February 21, 2013 (as it has been and may further be amended, restated or modified from time to time, the "***Credit Agreement***") originally by and between Debtor and Texas Capital Bank, National Association and now, pursuant to the Sixth Amendment, by and among Grantor, Administrative Agent and the Lenders; and

WHEREAS, as a condition precedent to the making of the loans by Lenders under the Credit Agreement, Debtor has executed and delivered in favor of Administrative Agent that certain Restated Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "***Restated Security Agreement***"); and

WHEREAS, under the terms of the Credit Agreement and the Restated Security Agreement, Debtor has granted to Administrative Agent a security interest in, among other property, all Intellectual Property of Debtor; and

WHEREAS, Debtor has agreed to execute this Restated IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Definitions. Terms defined in the Credit Agreement have the same meanings when used herein unless otherwise defined herein or the context hereof otherwise requires.

2. Grant of Security. Debtor hereby grants to Administrative Agent a security interest in all of Debtor's right, title and interest in and to the following (the "***Collateral***"):

(i) the patents and patent applications set forth in Schedule A hereto (the "***Patents***");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "***Trademarks***");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Debtor, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "***Copyrights***");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto;

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(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

3. Security for Liabilities. The grant of a security interest in the Collateral by Debtor under this Restated IP Security Agreement secures the prompt and complete payment and performance when due of all Obligations.

4. Recordation. Debtor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental authority record this Restated IP Security Agreement.

5. Execution in Counterparts. This Restated IP Security Agreement may be executed in any number of 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.

6. Grants, Rights and Remedies. This Restated IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Security Agreement. Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement and the Restated Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. Governing Law. This Restated IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

8. Amendment and Restatement. This Restated IP Security Agreement is executed in amendment and restatement of, and supersedes in its entirety, that certain Amended and Restated IP Security Agreement dated February 21, 2013, by Debtor for the benefit of Administrative Agent.

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EXECUTED as of the day, month and year first above written.

ENFORCEMENT VIDEO, LLC

Address for Notices:
415 Century Parkway
Allen, TX 75013

By: _____
David Walker
Chief Financial Officer

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on December 28th, 2016, by David Walker, Chief Financial Officer of Enforcement Video, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

TERRI L TURNER
Commission # 6530131
My Commission Expires
October 26, 2019

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SCHEDULE A

PATENTS

Patents:

TITLE	LISTED OWNER	APP. DATE	APP. NO.	REG. DATE	REG. NO.
BALLISTIC TIRE-DEFLATION DEVICE FOR SECURITY VEHICLES	Enforcement Video, LLC	7/29/08	12181571	3/1/11	7895788
METHOD OF AND SYSTEM FOR MOBILE SURVEILLANCE AND EVENT RECORDING	Enforcement Video, LLC	10/12/05	11249662	12/20/11	8081214
RANGE-SENSITIVE WIRELESS MICROPHONE WITH OUT-OF-RANGE RECORDING FEATURE	Enforcement Video, LLC	8/15/08	12228773	2/21/12	8121306
OMNIDIRECTIONAL CAMERA FOR USE IN POLICE CAR EVENT RECORDING	Enforcement Video, LLC	1/29/09	12362381	7/24/12	8228364
METHOD OF AND SYSTEM FOR MOBILE SURVEILLANCE AND EVENT RECORDING	Enforcement Video, LLC	5/14/10	12780050	7/16/13	8487995
LASER-BASED SPEED DETERMINATION DEVICE FOR USE IN A MOVING VEHICLE	Enforcement Video, LLC	1/29/09	12362302	12/3/13	8599368
METHOD AND SYSTEM OF EXTENDING BATTERY LIFE OF A WIRELESS MICROPHONE UNIT	Enforcement Video, LLC	7/27/09	12509939	4/29/14	8712362
METHOD AND SYSTEM FOR CATEGORIZED EVENT RECORDING OF IMAGES IN MULTIPLE RESOLUTION LEVELS	Enforcement Video, LLC	1/27/10	12694931	3/17/15	8982944
LASER-BASED SPEED DETERMINATION DEVICE FOR USE IN A MOVING VEHICLE	Enforcement Video, LLC	11/5/13	14072518	9/15/15	9134338
OMNIDIRECTIONAL CAMERA FOR USE IN POLICE CAR EVENT RECORDING	Enforcement Video, LLC	6/6/12	13489615	2/16/16	9262800

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METHOD AND SYSTEM OF EXTENDING BATTERY LIFE OF A WIRELESS MICROPHONE UNIT	Enforcement Video, LLC	3/25/14	14224100	4/26/16	9326062
METHOD AND SYSTEM OF EXTENDING BATTERY LIFE OF A WIRELESS MICROPHONE UNIT	Enforcement Video, LLC	3/23/16	15078122	12/6/16	9516398
SYSTEM AND METHOD FOR HIGH-RESOLUTION STORAGE OF IMAGES	Enforcement Video, LLC	2/13/09	12371189	-	-
METHOD OF AND SYSTEM FOR MOBILE SURVEILLANCE AND EVENT RECORDING	Enforcement Video, LLC	5/13/10	12779492	-	-
METHOD OF AND SYSTEM FOR MOBILE SURVEILLANCE AND EVENT RECORDING	Enforcement Video, LLC	5/13/10	12779564	-	-
METHOD OF AND SYSTEM FOR MOBILE SURVEILLANCE AND EVENT RECORDING	Enforcement Video, LLC	5/14/10	12780092	-	-
METHOD AND SYSTEM FOR SINGLE-CAMERA LICENSE-PLATE RECOGNITION AND MAGNIFICATION	Enforcement Video, LLC	4/27/11	13095107	-	-
METHOD OF AND SYSTEM FOR MOBILE SURVEILLANCE AND EVENT RECORDING	Enforcement Video, LLC	6/10/13	13913927	-	-
METHOD AND SYSTEM FOR SPLIT-SCREEN VIDEO DISPLAY	Enforcement Video, LLC	4/16/14	14254384	-	-
OMNIDIRECTIONAL CAMERA FOR USE IN POLICE CAR EVENT RECORDING	Enforcement Video, LLC	11/16/15	14942838	-	-
METHOD OF AND SYSTEM FOR MOBILE SURVEILLANCE AND EVENT RECORDING	Enforcement Video, LLC	5/27/16	15166701	-	-
METHOD AND SYSTEM FOR SPLIT-SCREEN VIDEO DISPLAY	Enforcement Video, LLC	5/17/11	13109557	5/27/14	8736680

SCHEDULE B

TRADEMARKS

Trademarks:

MARK	LISTED OWNER	FILING DATE	SERIAL NO.	REG. DATE	REG. NO.
OUR SHIFT NEVER ENDS	Enforcement Video, LLC	9/23/16	87181936	-	-
VISTA	Enforcement Video, LLC	4/24/15	86609473	3/29/16	4925478
4RE	Enforcement Video, LLC	6/18/13	85963313	1/21/14	4470674
RECORD AFTER THE FACT	Enforcement Video, LLC	6/12/12	85649186	8/13/13	4382308
WATCH GUARD (and design)	Enforcement Video, LLC	7/17/09	77783878	8/17/10	3833759
WATCH GUARD	Enforcement Video, LLC	7/17/09	77783816	8/17/10	3833758

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SCHEDULE C

COPYRIGHTS

None.

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