

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421802

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Amended and Restated Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VISIONONE, INC.		03/30/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LLOYDS BANK PLC, as Security Agent		
<b>Street Address:</b>	Davidson House, Forbury Square		
<b>City:</b>	Reading		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	RG1 3EU		
<b>Entity Type:</b>	Public Limited Company: ENGLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2865738	SHOWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>	312-609-7943		
<b>Email:</b>	skowalski@vedderprice.com		
<b>Correspondent Name:</b>	Sylvia Kowalski		
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	48237000004 - D. Tormey		
<b>NAME OF SUBMITTER:</b>	Sylvia Kowalski		
<b>SIGNATURE:</b>	/Sylvia Kowalski/		
<b>DATE SIGNED:</b>	03/30/2017		
<b>Total Attachments: 5</b>			
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## Second Amended and Restated Trademark Security Agreement

**Second Amended and Restated Trademark Security Agreement**, dated as of March 30, 2017 (this “*Agreement*”), by **VISIONONE, INC.** (the “*Pledgor*”), a California corporation, in favor of **LLOYDS BANK PLC**, in its capacity as Security Agent for and on behalf of the Finance Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “*Security Agent*”), an English public limited company.

### WITNESSETH:

WHEREAS, the Pledgor is party to that certain Facilities Agreement originally dated March 14, 2016, as amended and restated on the date hereof, with the Security Agent and the other parties named therein (as heretofore or hereafter amended, amended and restated, modified or otherwise supplemented from time to time, the “*Credit Agreement*”); and

WHEREAS, the Pledgor is party to a Second Amended and Restated Security Agreement of even date herewith (as amended, amended and restated, modified or otherwise supplemented from time to time, the “*Security Agreement*”) in favor of the Security Agent pursuant to which the Pledgor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce (i) the Lenders to enter into the Credit Agreement and make the Loans and other financial accommodations to the Borrowers thereunder and (ii) the Bilateral Facility Lender to make available the Bilateral Facilities, the Pledgor hereby agrees with the Security Agent as follows:

**SECTION 1. Amendment and Restatement.** This Agreement further amends and restates in its entirety that certain Amended and Restated Trademark Security Agreement, dated March 14, 2016, made by the Pledgor in favor of the Security Agent (as heretofore amended, amended and restated, modified or otherwise supplemented from time to time, the “*Existing Trademark Security Agreement*”), but is not a novation or payment of the Existing Trademark Security Agreement or evidence of payment of any portion of the Secured Obligations. All Secured Obligations, including but not limited to all amounts outstanding and all obligations due under the Credit Agreement, shall now be secured by this Agreement.

**SECTION 2. Defined Terms.** Unless otherwise defined herein, capitalized terms used herein and defined in the Security Agreement or the Credit Agreement have the respective meanings given to them in the Security Agreement or, to the extent not defined in the Security Agreement, the Credit Agreement.

**SECTION 3. Grant of Security Interest in Trademark Collateral.** The Pledgor hereby pledges and grants to the Security Agent a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 4. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademarks 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. If any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

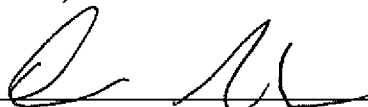
SECTION 5. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations not then due) and termination of the Security Agreement, the Security Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Second Amended and Restated Trademark Security Agreement.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, Pledgor has caused this Second Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**VISIONONE, INC.**

By:   
Title: Chief Financial Officer

Accepted and Agreed:

**LLOYDS BANK PLC,**  
as Security Agent

By: \_\_\_\_\_  
Title

IN WITNESS WHEREOF, Pledgor has caused this Second Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

**VISIONONE, INC.**

By: \_\_\_\_\_  
Title

Accepted and Agreed:

**LLOYDS BANK PLC,**  
as Security Agent

By:  \_\_\_\_\_  
Title **CREDIT RELATIONSHIP MANAGER**

[Signature page to Second Amended & Restated Trademark Security Agreement – VisionOne, Inc.]

**TRADEMARK**  
**REEL: 006022 FRAME: 0940**

**SCHEDULE I**  
**to**  
**SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
VisionOne, Inc.	2865738	ShoWare

**Trademark Applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
N/A	N/A	N/A