

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ONSSI GROUP, LLC		06/28/2017	Limited Liability Company: DELAWARE
ONSSI DEVELOPMENT CORP.		06/28/2017	Corporation: NEW YORK
ONSSI GLOBAL PROFESSIONAL SERVICES, INC.		06/28/2017	Corporation: NEW YORK
ON-NET SURVEILLANCE SYSTEMS INC.		06/28/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	SEACOAST CAPITAL PARTNERS IV, L.P.		
Street Address:	One Bush Street		
Internal Address:	Suite 650		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3543185	ONSSI	
Registration Number:	3543183		
Registration Number:	3885980	OCULARIS	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612-492-6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		

TRADEMARK

NAME OF SUBMITTER:	Jeffrey R. Cadwell
SIGNATURE:	/Jeffrey R. Cadwell/
DATE SIGNED:	06/29/2017
Total Attachments: 6 source=ONSSI Trademark Security Agreement#page1.tif source=ONSSI Trademark Security Agreement#page2.tif source=ONSSI Trademark Security Agreement#page3.tif source=ONSSI Trademark Security Agreement#page4.tif source=ONSSI Trademark Security Agreement#page5.tif source=ONSSI Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 28th day of June, 2017, by and among Grantor listed on the signature page hereof ("Grantor"), and **SEACOAST CAPITAL PARTNERS IV, L.P.**, a Delaware limited partnership (together with its successors and permitted assigns, the "Purchaser"), and together with any other permitted holder of the Notes, Purchased Securities or Warrants under the Purchase Agreement (as all such terms are defined in the Purchase Agreement, as defined below), collectively the "Purchasers").

WITNESSETH:

WHEREAS, pursuant to that certain Note and Securities Purchase Agreement dated June 28, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Purchase Agreement") by and among **ONSSI GROUP HOLDINGS, INC.**, a Delaware corporation ("Parent Holdings"), **ONSSI GROUP, LLC**, a Delaware limited liability company ("Interim Holdings"), **GRANTOR, ONSSI DEVELOPMENT CORP.**, a New York corporation ("OnSSIDev"), **ONSSI GLOBAL PROFESSIONAL SERVICES, INC.**, a New York corporation ("OnSSIPro"), together with Interim Holdings, Grantor and OnSSIDev, jointly and severally, collectively, the "Note Issuers", and each, a "Note Issuer"), and the Purchaser, the Purchasers have agreed to purchase the Notes, Purchased Securities and Warrants from, and make certain financial accommodations available to, the Issuers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Purchasers are willing to purchase the Notes, Purchased Securities and Warrants from, and to make certain financial accommodations to, the Issuers, as provided for in the Purchase Agreement and the other Transaction Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to the Purchasers that certain Security Agreement, dated as of June 28, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "Security Agreement");

WHEREAS, Grantor is an Issuer under the Purchase Agreement and the other Transaction Documents, and in consideration of the direct and indirect financial and other support and benefits that Grantor and the other Issuers have been provided, and such direct and indirect financial and other support and benefits as Grantor and the other Issuers may be provided in the future by the Purchasers, which significantly facilitates the business operations of Grantor and each other Issuer, Grantor is willing and has agreed to grant to the Purchasers a continuing first priority security interest in and to the Trademark Collateral in order to secure the prompt payment, observance and performance of, among other things, the Secured Obligations, and the Payment in Full of the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Purchasers this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby represents and warrants, and covenants and agrees, as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Purchase Agreement and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 34 of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to the Purchasers to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Intellectual Property Licenses relating to any Trademark to which it is a party including those referred to on Schedule I, except for any Trademark that constitutes Excluded Property;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License relating to any Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property License relating to any Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Purchasers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Purchasers pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Purchasers with respect to the Security Interest in the Trademark 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Purchasers with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor’s obligations under this Section, Grantor hereby authorizes the Purchasers to modify this Trademark Security Agreement by amending Schedule I without any action or consent by Grantor to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Purchasers’ continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Note Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or

other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 32 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

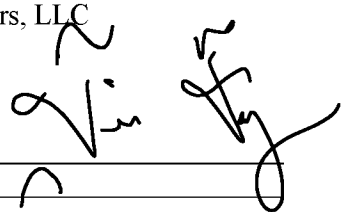
ON-NET SURVEILLANCE SYSTEMS INC.,
a New York corporation

By: Gadi Piran
Name: Gadi Piran
Title: CTO and President

PURCHASERS:


SEACOAST CAPITAL PARTNERS IV, L.P.,
a Delaware limited partnership

By: Seacoast IV Advisors, LLC
Its: General Partner

By: 
Name: Timothy P. Fay
Title: Member

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
On-Net Surveillance Systems Inc.	China	ONSSI	7012237	09/28/2010
On-Net Surveillance Systems Inc.	United States	ONSSI	3,543,185	12/09/2008
On-Net Surveillance Systems Inc.	United States		3,543,183	12/09/2008
On-Net Surveillance Systems Inc.	United States	OCULARIS	3885980	12/07/2010

Trade Names

OnSSI
On-Net Surveillance Systems

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

Schedule I to Trademark Security Agreement

147302343 v3

RECORDED: 06/29/2017

TRADEMARK
REEL: 006095 FRAME: 0170