

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461667

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS - SECOND LIEN

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TOTAL RECALL CORPORATION		02/01/2018	Corporation: NEW YORK
INTEGRATED SECURITY SYSTEMS INC.		02/01/2018	Corporation: FLORIDA
CONVERGINT TECHNOLOGIES LLC		02/01/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE
Internal Address:	9TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3217856	CRIMEEYE
Registration Number:	5155012	CYBIS
Registration Number:	4986202	ISS INTEGRATED SECURITY SYSTEMS
Serial Number:	86782050	BEACON BY ISS
Registration Number:	4669571	ISS
Registration Number:	4690642	INTEGRATED SECURITY SYSTEMS ISS
Registration Number:	4048835	CONVERGINT
Registration Number:	2602791	CONVERGINT
Registration Number:	4066462	CONVERGINT TECHNOLOGIES
Registration Number:	2578517	CONVERGINT TECHNOLOGIES
Registration Number:	3085354	DAKOTA
Registration Number:	3164803	DAKOTA SECURITY SYSTEMS, INC.
Registration Number:	4053545	ICARE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4059519	ICARE
Registration Number:	4059518	ICARE
Registration Number:	4053546	ICARE
Registration Number:	4245938	MAKING A DAILY DIFFERENCE
Registration Number:	4875307	QUAD 4
Registration Number:	4875792	QUAD 4 ADVANCED SOLUTIONS
Registration Number:	4163264	SERVICE EXCELLENCE, IT'S IN OUR DNA
Registration Number:	4053547	SERVICE EXCELLENCE, IT'S IN OUR DNA

CORRESPONDENCE DATA

Fax Number: 2124552502
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: (212) 455-2256
Email: ksolomon@stblaw.com
Correspondent Name: CECILLIA XIE, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	019557/0242
NAME OF SUBMITTER:	Cecillia X. Xie
SIGNATURE:	/cx/
DATE SIGNED:	02/09/2018

Total Attachments: 18
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GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted to Credit Suisse AG, Cayman Islands Branch, as collateral agent (and its permitted successors), for the benefit of the Senior Lenders (as defined in the Intercreditor Agreement), pursuant to the First Lien Guarantee and Collateral Agreement dated as of February 1, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time), from the Borrower and the other "Pledgors" and "Guarantors" referred to therein, in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent, and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement, dated as of February 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), by and among Credit Suisse AG, Cayman Islands Branch, as Senior Agent, Credit Suisse AG, Cayman Islands Branch, as Second Lien Agent, Holdings, the Borrower and the other Subsidiary Loan Parties party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of February 1, 2018 (this "Agreement"), is made by the persons listed on the signature pages hereto (each a "Pledgor" and collectively, the "Pledgors"), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent for the Secured Parties (as defined below) (in such capacity and any successor in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Term Loan Credit Agreement, dated as of February 1, 2018, by and among Gopher Sub Inc., a Delaware corporation (the "Borrower"), as the initial borrower (which on the Closing Date shall be merged with and into DG Investment Intermediate Holdings 1, Inc., a Delaware corporation ("DG1"), which shall thereafter on the Closing Date be merged with and into DG Investment Intermediate Holdings 2, Inc., a Delaware corporation ("DG2"), with DG2 surviving such merger as the successor borrower), Gopher Parent Inc., a Delaware corporation ("Holdings"), Collateral Agent and the other persons signatory thereto (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), the Lenders (as defined in the Credit Agreement) thereto have agreed to extend credit to the Borrower subject to the terms and conditions set forth therein;

WHEREAS, the Pledgors are party to a Guarantee and Collateral Agreement, dated as of February 1, 2018, in favor of the Collateral Agent (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Pledgors granted a security interest (the "Security Interest") in the Intellectual Property Collateral (as defined in the Security Agreement) to the Collateral Agent and are required to execute and deliver this Agreement;

WHEREAS, the Pledgors have duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Pledgors hereby agree for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Security Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. Each of the Pledgors hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a Security Interest in all right, title and interest in and to the Patents, Copyrights and Trademarks set forth on Schedule A. Notwithstanding anything herein (including Schedule A) to the contrary, for the avoidance of doubt, in no event shall the Security Interest and lien granted under this Security Agreement attach to (nor shall the Intellectual Property Collateral include) any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law or any intellectual property or rights therein or thereto if the grant of a security interest in such intellectual property would result in the cancellation or voiding of such intellectual property or such rights.

3. Purpose. This Agreement has been executed and delivered by the Pledgors for the purpose of recording the grant of Security Interest herein with the United States Patent and Trademark Office or the United States Copyright Office, as applicable. The Security Interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Termination. This Agreement and the Security Interest granted herein shall terminate with respect to all of the Pledgors' obligations and any lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Pledgor's obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to each Pledgor, upon request, an instrument in writing releasing the Security Interest in the Intellectual Property Collateral granted pursuant to this Agreement. Additionally, the Collateral Agent shall reasonably cooperate with any efforts made by any Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Intellectual Property Collateral.

5. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument.

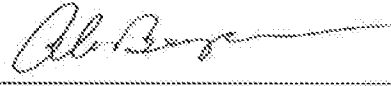
6. APPLICABLE LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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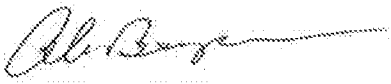
IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

PLEDGORS:

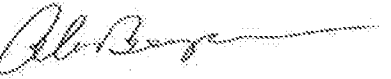
TOTAL RECALL CORPORATION

By: 
Name: Alan Bergschneider
Title: Vice President and Chief Financial Officer

INTEGRATED SECURITY SYSTEMS INC.

By: 
Name: Alan Bergschneider
Title: Vice President

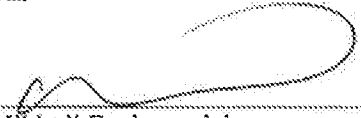
CONVERGINT TECHNOLOGIES LLC

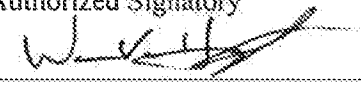
By: 
Name: Alan Bergschneider
Title: Vice President and Chief Financial Officer

[Signature Page to Second Lien Intellectual Property Security Agreement]

COLLATERAL AGENT:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**

By: 
Name: Mikhail Faybusovich
Title: Authorized Signatory


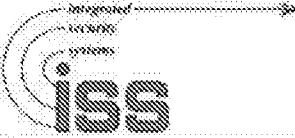
By: 
Name: Warren Van Heyst
Title: Authorized Signatory


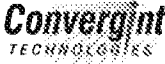
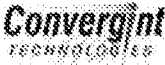
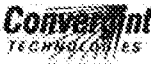
[Signature Page to Second Lien Intellectual Property Security Agreement]



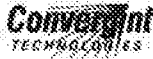
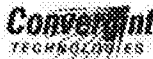


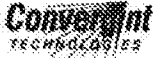
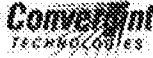



**TRADEMARK
REEL: 006270 FRAME: 0529**

Schedule A








I. Trademarks





MARK	LOGO	COUNTRY	APPLICATION NO	REGISTRATION NO
ICD Security Solutions		China		5959071
ICD Security Solutions		China		5959072
CrimeEye		United States of America		3217856
Cybis	CYBIS	United States of America		5155012
ISS Integrated Security Systems		United States of America	86367593	4986202
Beacon by ISS		United States of America	86782050	
ISS	ISS	United States of America	85968870	4669571
Integrated Security Systems ISS		United States of America	85969088	4690642
CONVERGINT		Australia	1595085	1183962
CONVERGINT		Canada	1127263	598405
CONVERGINT		Canada	1522314	TMA839679
Future Security Controls		Canada	1173862	TMA621657
FSC		Canada	1174147	TMA619768

MARK	LOGO	COUNTRY	APPLICATION NO	REGISTRATION NO
FSC and Design		Canada	1174148	TMA623021
FUTUR SÉCURITÉ ET CONTRÔLE		Canada	1174146	TMA620157
CONVERGINT		China	1183962	1183962
CONVERGINT		EUTM	1183962	1183962
CONVERGINT		Hong Kong	302787120	302787120
CONVERGINT		India	1183962	1183962
CONVERGINT		Japan	1183962	1183962
CONVERGINT		Singapore	1183962	1183962
CONVERGINT		Taiwan	102061186	01647144
CONVERGINT		United States of America	85285637	4048835
CONVERGINT		United States of America	76287418	2602791
CONVERGINT		WIPO	1183962	1183962
CONVERGINT TECHNOLOGIES Color Logo		Canada	1522315	TMA839678
CONVERGINT TECHNOLOGIES Color Logo		United States of America	85285631	4066462
Convergent TECHNOLOGIES Logo		Australia	1598657	1186437

MARK	LOGO	COUNTRY	APPLICATION NO	REGISTRATION NO
Convergint TECHNOLOGIES Logo		Canada	1464294	798101
Convergint TECHNOLOGIES Logo		China	1186437	1186437
Convergint TECHNOLOGIES Logo		EUTM	1186437	1186437
Convergint TECHNOLOGIES Logo		Hong Kong	302787139	302787139
Convergint TECHNOLOGIES Logo		India	1186437	1186437
Convergint TECHNOLOGIES Logo		Japan	1186437	1186437
Convergint TECHNOLOGIES Logo		Singapore	1186437	1186437
Convergint TECHNOLOGIES Logo		Taiwan	102061184	01647143
Convergint TECHNOLOGIES Logo		United States of America	76308045	2578517
Convergint TECHNOLOGIES Logo		WIPO	1186437	1186437
DAKOTA		United States of America	78626940	3085354
DAKOTA SECURITY SYSTEMS, INC. Logo		United States of America	78626883	3164803

MARK	LOGO	COUNTRY	APPLICATION NO	REGISTRATION NO
ICARE		Canada	1522319	TMA843298
ICARE		Canada	1464290	TMA843396
ICARE		United States of America	77895343	4053545
ICARE		United States of America	85285621	4059519
ICARE Color Logo	<i>iCare</i>	Canada	1522320	TMA843508
ICARE Color Logo	<i>iCare</i>	United States of America	85285607	4059518
ICARE Logo	<i>iCare</i>	Canada	1464295	TMA843584
ICARE Logo	<i>iCare</i>	United States of America	77895344	4053546
MAKING A DAILY DIFFERENCE		Canada	1573808	TMA862973
MAKING A DAILY DIFFERENCE		United States of America	85598204	4245938
QUAD 4		Australia	1224927	1224927
QUAD 4		Canada	1687240	TMA977946

MARK	LOGO	COUNTRY	APPLICATION NO	REGISTRATION NO
QUAD 4		China	1224927	1224927
QUAD 4		EUTM	1224927	1224927
QUAD 4		Hong Kong	303084237	303084237
QUAD 4		India	1224927	1224927
QUAD 4		Japan	1224927	1224927
QUAD 4		Singapore	1224927	1224927
QUAD 4		Taiwan	103043868	1753712
QUAD 4		United States of America	86349782	4875307
QUAD 4		WIPO	1224927	1224927
QUAD 4 ADVANCED SOLUTIONS Color Logo		Australia	1247529	1247529
QUAD 4 ADVANCED SOLUTIONS Color Logo		Canada	1708794	TMA978018
QUAD 4 ADVANCED SOLUTIONS Color Logo		China	1247529	1247529
QUAD 4 ADVANCED SOLUTIONS Color Logo		EUTM	1247529	1247529
QUAD 4 ADVANCED SOLUTIONS Color Logo		Hong Kong	303251114	303251114
QUAD 4 ADVANCED SOLUTIONS Color Logo		India	1247529	1247529
QUAD 4 ADVANCED SOLUTIONS Color Logo		Japan	1247529	1247529

MARK	LOGO	COUNTRY	APPLICATION NO	REGISTRATION NO
QUAD 4 ADVANCED SOLUTIONS Color Logo		Singapore	1247529	1247529
QUAD 4 ADVANCED SOLUTIONS Color Logo		Taiwan	103074880	1757974
QUAD 4 ADVANCED SOLUTIONS Color Logo		United States of America	86488950	4875792
QUAD 4 ADVANCED SOLUTIONS Color Logo		WIPO	1247529	1247529
SERVICE EXCELLENCE, IT'S IN OUR DNA		Canada	1522321	TMA851454
SERVICE EXCELLENCE, IT'S IN OUR DNA		Canada	1464292	TMA843267
SERVICE EXCELLENCE, IT'S IN OUR DNA		United States of America	85285594	4163264
SERVICE EXCELLENCE, IT'S IN OUR DNA		United States of America	77895345	4053547

II. Patents

1. Issued Patents

- U.S. Patent No. 9,182,653 for "Convertible Mobile Surveillance Camera Enclosure for Selectively Protecting Camera Dome", application No. 14/505,390.

U.S. Design Patent No. D752,126 for "Mobile Surveillance Camera Enclosure", 29/504,208.

2. Pending Patent Applications

None.

III. Copyrights

U.S. Copyright Registration Number TX0007233331 for "iCare software" (registered April 9, 2010).

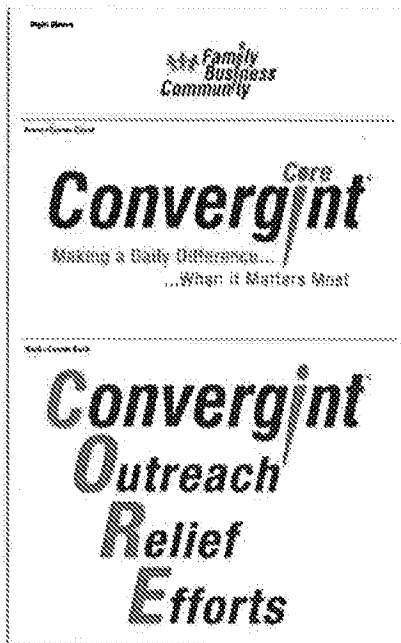
U.S. Copyright Registration Number TX0007749018 for the "Convergent Website" (registered on May 24, 2013).

U.S. Copyright Registration Number VA0001901510 for "Steps to Security" (registered on January 6, 2014).

U.S. Copyright Registration Number TXu001127496 for "What you need to know before you buy or upgrade your CCTV system" (registered on October 31, 2003).

IV. Material Unregistered Copyrights, Trademarks and Servicemarks

See attached.



▶ Beacon SECURITY
A Convergint Technologies Company

DEVELOPMENT PROGRAM 
Convergint[®]
TECHNOLOGIES

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Making a Daily Difference

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Convergint[®]
Nation

Convergint[®]
TECHNOLOGIES

cybis[®]

Convergint DO
TECHNOLOGIES SMALL
WELL

VISION 360
Convergint
Everything is possible.

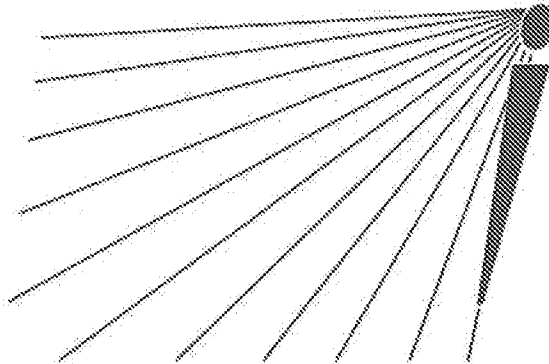
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Solutions**
A Convergint Technologies Company



iCare™

LEAD YOUR WAY 
Convergint®
InterNational

Convergint®
InterNational





LEAD YOUR WAY 

Convergent[®]

InterNational



MjQuote

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CONVERGINT
NATION



Convergint[®]
InterNational
OWN IT

QUADA[™]
ADVANCED SOLUTIONS

CONVERGINT TECHNOLOGIES
TOP TECH
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TOTAL RECALL
CORPORATION
A Convergint Technologies Company

CONVERGINT **2B**
VISION
22

X
VISION