

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468362

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ShockWatch, Inc.		03/21/2018	Corporation: NEVADA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3606384	EQUIPCOMMAND
Registration Number:	3603592	FLEETCONTROL
Registration Number:	1101993	SHOCKWATCH
Registration Number:	3682639	TILTWATCH
Registration Number:	3758551	TREKVIEW-H
Registration Number:	3793949	TREKVIEW
Registration Number:	3828760	DROPSHOT
Registration Number:	3301540	COLDMARK
Registration Number:	4110288	G-VIEW
Registration Number:	1796896	HEAT WATCH
Registration Number:	4059014	SHOCKWATCH
Registration Number:	3301541	WARM MARK
Registration Number:	4771281	SHOCKLOG
Registration Number:	5014628	SHOCKTRAK
Serial Number:	87568070	SPOTSEE
Serial Number:	87568078	SPOTBOT
Serial Number:	87397296	

OP \$615.00 3606384

Property Type	Number	Word Mark
Serial Number:	87397311	
Serial Number:	87397320	
Serial Number:	87397325	
Serial Number:	87397329	
Serial Number:	87397338	
Serial Number:	87397366	
Serial Number:	87397376	

CORRESPONDENCE DATA

Fax Number: 6123408827

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: 612-492-6819

Email: ip.docket@dorsey.com

Correspondent Name: Evan P. Everist, Dorsey & Whitney LLP

Address Line 1: 50 South Sixth Street

Address Line 2: Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402-1498

NAME OF SUBMITTER:	Evan Everist
SIGNATURE:	/Evan Everist/
DATE SIGNED:	04/03/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this March 21, 2018, by SHOCKWATCH, INC., a Nevada corporation (“Debtor”), in favor of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association (“Bank”).

RECITALS:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) between, MEDIA RECOVERY, INC., a Nevada corporation (“Borrower”), and Bank, Bank is willing to make certain financial accommodations available to Debtor pursuant to the terms and conditions thereof;

WHEREAS, Debtor is a subsidiary of Borrower and the extension of credit to Borrower is a substantial and direct benefit to Debtor;

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Loan Agreement, but only upon the condition, among others, that Debtor shall have executed and delivered to Bank that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the terms of the Security Agreement, Debtor has granted to Bank a security interest in, among other collateral security, all right, title and interest of Debtor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications, service marks, service mark registrations, service mark applications, marks, business marks, brand names, trade names, names, proprietary information, customer lists, designs, inventions, logos and slogans (collectively “Trademarks”) and all licenses held by Debtor related to the Trademarks (the “Licenses”) together with the goodwill of the business symbolized by the Trademarks of Debtor and all proceeds thereof, to secure the payment of all Obligations (as defined below); and

WHEREAS, pursuant to the Security Agreement, Debtor has agreed to execute and deliver to Bank this Trademark Security Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Debtor hereby grants to Bank a continuing first priority security interest in all of such Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License; and

(e) all products and proceeds of the foregoing, including any claim by such Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all indebtedness, liabilities and obligations of Debtor or Borrower to Bank, whether now existing or arising hereafter (the "Obligations"). Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Debtor or Borrower to Bank, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy or insolvency proceeding involving Debtor or Borrower.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Bank 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.

5. AUTHORIZATION TO SUPPLEMENT. If Debtor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 5, Debtor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Debtor. 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 Bank's continuing security interest in all collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

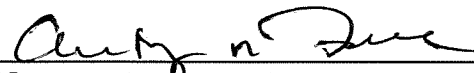
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[Remainder of page intentionally left blank.]

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

DEBTOR:

SHOCKWATCH, INC.,
a Nevada corporation

By: 

Name: Anthony N. Fonk

Title: President and Chief Executive Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks:

Mark	Country	Owner	Ser./Reg. No.	Application No.
EQUIPCOMMAND	U.S.	Shockwatch, Inc.	3,606,384	
FLEETCONTROL	U.S.	Shockwatch, Inc.	3,603,592	
SHOCKWATCH (stylized)	U.S.	Shockwatch, Inc.	1,101,993	73/106,850
TILTWATCH	U.S.	Shockwatch, Inc.	3,682,639	77/671,841
TREK VIEW-H	U.S.	Shockwatch, Inc.	3,758,551	
TREKVIEW	U.S.	Shockwatch, Inc.	3,793,949	77/543,656
DROPSHOT	U.S.	Shockwatch, Inc.	3,828,760	
COLDMARK	U.S.	Shockwatch, Inc.	3,301,540	77/102,888
G-VIEW	U.S.	Shockwatch, Inc.	4,110,288	85/319,027
HEAT WATCH	U.S.	Shockwatch, Inc.	1,796,896	74/280,793
SHOCKWATCH (words only)	U.S.	Shockwatch, Inc.	4,059,014	85/231,524
WARM MARK	U.S.	Shockwatch, Inc.	3,301,541	77/102,903
SHOCKLOG	U.S.	Shockwatch, Inc.	4,771,281	86/202,668
SHOCKTRAK	U.S.	Shockwatch, Inc.	5,014,628	86/783,596
SPOTSEE	U.S.	Shockwatch, Inc.		87/568,070
SPOTBOT	U.S.	Shockwatch, Inc.		87/568,078
Impact Device (B/W)	U.S.	Shockwatch, Inc.		87/397,296
Impact Device (Green)	U.S.	Shockwatch, Inc.		87/397,311
Impact Device (Orange)	U.S.	Shockwatch, Inc.		87/397,320
Impact Device (Purple)	U.S.	Shockwatch, Inc.		87/397,325
Impact Device (Red)	U.S.	Shockwatch, Inc.		87/397,329
Impact Device (Yellow)	U.S.	Shockwatch, Inc.		87/397,338
Tilt Label (B/W)	U.S.	Shockwatch, Inc.		87/397,366
Tilt Label (Yellow)	U.S.	Shockwatch, Inc.		87/397,376