

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468364

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	4		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Media Recovery, Inc.		03/21/2018	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Texas Capital Bank, National Association		
<b>Street Address:</b>	2000 McKinney Ave.		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3301540	COLDMARK	
<b>Registration Number:</b>	3301541	WARM MARK	
<b>Registration Number:</b>	3427703	STARTMANAGER	
<b>Registration Number:</b>	3778444	DATACENTERTRAK	
<b>Registration Number:</b>	3420472	SHOCKWATCH USAGE MANAGER	
<b>Registration Number:</b>	3420473	SHOCKWATCH IMPACT MANAGER	
<b>Registration Number:</b>	3379401	EQUIPMANAGER	
<b>Registration Number:</b>	2652487	HEATWATCH	
<b>Registration Number:</b>	2124195	DATARANGER	
<b>Registration Number:</b>	1796896	HEAT WATCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	612-492-6819		
<b>Email:</b>	ip.docket@dorsey.com		
<b>Correspondent Name:</b>	Evan P. Everist, Dorsey & Whitney LLP		
<b>Address Line 1:</b>	50 South Sixth Street		

TRADEMARK

<b>Address Line 2:</b>	Suite 1500
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1498

<b>NAME OF SUBMITTER:</b>	Evan Everist
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<b>SIGNATURE:</b>	/Evan Everist/
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<b>DATE SIGNED:</b>	04/03/2018
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**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 MEDIA RECOVERY, INC., a Nevada corporation (“Debtor”), 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 and Security Agreement”) between, Debtor and Bank, Bank is willing to make certain financial accommodations available to Debtor pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the terms of the Loan and 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 Loan and 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 Loan and Security 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 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 to Bank, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy or insolvency proceeding involving Debtor.

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 Loan and 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 Loan and 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.

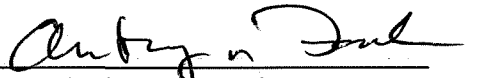
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except 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:**

MEDIA RECOVERY, INC.,  
a Nevada corporation

By:   
Name: Anthony N. Fonk  
Title: President and Chief Executive Officer

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Mark	Country	Owner	Ser./Reg. No.
COLDMARK	U.S.	Media Recovery, Inc.	3,301,540
WARM MARK	U.S.	Media Recovery, Inc.	3,301,541
STARTMANAGER	U.S.	Media Recovery, Inc.	3,427,703
DATACENTERTRAK	U.S.	Media Recovery, Inc.	3,778,444
SHOCKWATCH USAGE MANAGER	U.S.	Media Recovery, Inc.	3,420,472
SHOCKWATCH IMPACT MANAGER	U.S.	Media Recovery, Inc.	3,420,473
EQUIPMANAGER	U.S.	Media Recovery, Inc.	3,379,401
HEATWATCH	U.S.	Media Recovery, Inc.	2,652,487
DATARANGER	U.S.	Media Recovery, Inc.	2,124,195
HEAT WATCH	U.S.	Media Recovery, Inc.	1,796,896