

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Utility Associates, Inc.		06/04/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	500 First Avenue, 4th Floor		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4864223	BODYWORN	
Registration Number:	2660598	DIGITALPATROLLER	
Registration Number:	4206842	SMART CREW	
Registration Number:	5142965	SMARTREDACTION	
Serial Number:	86389477	THE ULTIMATE WITNESS	
Registration Number:	4275219	TRANSITCAM	
Registration Number:	4110919	U	
Registration Number:	4051912	U UTILITY	
CORRESPONDENCE DATA			
Fax Number:	2146025025		
<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:	2145466938		
Email:	jordan@jassolopez.com		
Correspondent Name:	Jordan Harrison		
Address Line 1:	1452 Hughes Road, Suite 200		
Address Line 4:	Grapevine, TEXAS 76051		
NAME OF SUBMITTER:	Jordan Harrison		

OP \$215.00 4864223

SIGNATURE:	/Jordan Harrison/
DATE SIGNED:	06/05/2018
Total Attachments: 9 source=IP Security Agreement (PNC-Utility)#page1.tif source=IP Security Agreement (PNC-Utility)#page2.tif source=IP Security Agreement (PNC-Utility)#page3.tif source=IP Security Agreement (PNC-Utility)#page4.tif source=IP Security Agreement (PNC-Utility)#page5.tif source=IP Security Agreement (PNC-Utility)#page6.tif source=IP Security Agreement (PNC-Utility)#page7.tif source=IP Security Agreement (PNC-Utility)#page8.tif source=IP Security Agreement (PNC-Utility)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 4th day of June, 2018, by the Grantor listed on the signature page hereof (“Grantor”), and PNC BANK, NATIONAL ASSOCIATION, as agent for the Lenders (as defined below) (“PNC”, in such capacity, together with its successors and assigns in such capacity, “Agent”).

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of June 4, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Grantor (together with each other Person that joins the Credit Agreement as a borrower from time to time, the “Borrowers” and each a “Borrower”), PNC, as a lender, the financial institutions which are now or which hereafter become a party thereto as lenders (collectively, the “Lenders” and each individually a “Lender”) and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor has granted to Agent a lien and security interest in substantially all of its assets to secure the Obligations; and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent’s Liens in the Intellectual Property of Grantor.

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, Grantor hereby agrees as follows:

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

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the prompt payment and performance to Agent of the Obligations under the Credit Agreement, Grantor hereby collaterally assigns, pledges and grants to Agent for its benefit and for the ratable benefit of each Lender, Issuer and each other Secured Party, a continuing security interest in and to and Lien on all of Grantor’s Collateral, including all right, title and interest of Grantor in, to and under the following, whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located (collectively, the “IP Collateral”):

(a) All of Grantor’s (i) copyrights, copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 1, (ii) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, and (iv) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing, collectively, the “Copyrights”);

(b) All of Grantor's patents and patent applications, including (i) the patents and patent applications listed on Schedule 2, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of Grantor's rights corresponding thereto throughout the world (collectively, the "Patents");

(c) All of Grantor's trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 3, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks");

(d) all reissues, continuations or extensions of the foregoing (as applicable); and

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for any infringement of any Intellectual Property.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders and the Secured Parties, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1, Schedule 2 and Schedule 3 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Without limiting any

Grantor's obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1, Schedule 2 or Schedule 3 to include any such new IP Collateral of Grantor identified in a written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any schedule hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on the schedules hereto.

7. GOVERNING LAW. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, applied to contracts to be performed wholly within the State of New York.

8. COUNTERPARTS. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

9. CONSTRUCTION. All references herein to Sections and Schedules shall be construed to refer to Sections of and Schedules to, this Agreement, except where the context clearly requires otherwise. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

10. TERMINATION. The security interests, liens and rights granted to Agent and Lenders hereunder shall continue in full force and effect until all of the Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted by Agent or any Lender) of each Borrower have been paid and performed in full and all commitments of Lenders to extend credit to Borrowers have expired or been terminated. Accordingly, each Borrower waives any rights which it may have under the Uniform Commercial Code to demand the filing of termination statements with respect to the IP Collateral, and Agent shall not be required to send such termination statements to Borrowers, or to file them with any filing office, unless and until this Agreement shall have been terminated in accordance with its terms and all Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted by Agent or any Lender) have been paid in full in immediately available funds. All representations, warranties, covenants, waivers and agreements contained herein shall survive termination hereof until all Obligations are paid and performed in full.

[signature page follows]

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

GRANTOR:

UTILITY ASSOCIATES, INC.,
a Delaware corporation

By: 
Name: Ted M. Davis
Title: Chief Executive Officer

AGREED AND ACCEPTED
as of the date first written above:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Kathryn Marshall

Title: Vice President

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 006345 FRAME: 0300

SCHEDULE 1

Copyrights

Copyright	Owner	Registration No./ Application No.	Registration Date/ Application Date	Status
Avail : computer software source code	Utility Associates, Inc.	V3619D389	8/3/2012	Registered
RCM : computer software source code	Utility Associates, Inc.	V3619D389	8/3/2012	Registered
Datasync : computer software source code	Utility Associates, Inc.	V3619D389	8/3/2012	Registered

SCHEDULE II

Patents

Patent	Owner	Registration No./ (Publication No.)	Registration Date/ (Publication Date)	Status
ARTICLE OF CLOTHING WITH VIDEO RECORDING DEVICE SUPPORT	Utility Associates, Inc	(20170111606)	(04/20/2017)	Filed
ARTICLE OF CLOTHING WITH VIDEO RECORDING DEVICE SUPPORT	Utility Associates, Inc	(20170111555)	(04/20/2017)	Filed
COMPOSITE MOBILE DIGITAL INFORMATION SYSTEM	Utility Associates, Inc	6831556	12/14/2004	Registered
INTEGRATING DATA FROM MULTIPLE DEVICES	Utility Associates, Inc.	(20170237950)	(08/17/2017)	Filed
METHOD FOR SWITCHING FROM A FIRST CELLULAR NETWORK TO A SECOND CELLULAR NETWORK	Utility Associates, Inc.	8781475	07/15/2014	Registered
METHOD FOR SWITCHING FROM A FIRST CELLULAR NETWORK TO A SECOND CELLULAR NETWORK	Utility Associates, Inc.	9282495	03/08/2016	Registered
SYSTEM AND METHOD FOR SECURELY DISTRIBUTING LEGAL EVIDENCE	Utility Associates, Inc.	9246898	01/26/2016	Registered

Patent	Owner	Registration No./ (Publication No.)	Registration Date/ (Publication Date)	Status
SYSTEM AND METHOD FOR UPLOADING FILES TO SERVERS UTILIZING GPS ROUTING	Utility Associates, Inc.	9432402	08/30/2016	Registered
VIDEO RECORDING DEVICE HOLSTER	Utility Associates, Inc.	(20160072540)	(03/10/2016)	Filed

SCHEDULE III

Trademarks

Mark	Owner	Registration No/ (Application No.)	Registration Date/ (Application Date)	Status
BODYWORN	Utility Associates, Inc.	4864223	12/01/2015	Registered
DIGITALPATROLLER	Utility Associates, Inc.	2660598	12/10/2002	Registered
SMART CREW	Utility Associates, Inc.	4206842	09/11/2012	Registered
SMARTREDACTION	Utility Associates, Inc.	5142965	02/14/2017	Registered
SMART REDACTION	Utility Associates, Inc.	(1781922) (Canada)	(05/11/2016)	Filed
SMART REDACTION	Utility Associates, Inc.	015432727 (European Union)	04/10/2016	Registered
THE ULTIMATE WITNESS	Utility Associates, Inc.	(86389477)	(09/09/2014)	Filed
TRANSITCAM	Utility Associates, Inc.	4275219	01/15/2013	Registered
U & Design 	Utility Associates, Inc.	4110919	03/13/2012	Registered
U UTILITY & Design 	Utility Associates, Inc.	4051912	11/08/2011	Registered

Schedules to Intellectual Property Security Agreement