

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480055

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900446159

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Digital Ally, Inc.		04/03/2018	Corporation: NEVADA

RECEIVING PARTY DATA

Name:	MEF I, LP
Street Address:	875 Third Avenue fl9
Internal Address:	c/o Zach Blumenthal
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	5177126	CAPTURE TRUTH
Registration Number:	3766107	DIGITAL ALLY
Registration Number:	3325411	DIGITAL ALLY
Registration Number:	3762290	DIGITAL ALLY ONE ZERO ONE ZERO ONE ONE Z
Registration Number:	5161921	DIGITAL ALLY
Registration Number:	5285280	DIGITAL-ALLY
Registration Number:	5087035	ECA
Registration Number:	5087034	EVIDENCE CAPTURE ASSURANCE
Registration Number:	3949322	LASER ALLY
Registration Number:	5050086	MICROVU
Registration Number:	5285282	
Registration Number:	3986346	VOICEVAULT
Registration Number:	4322074	VU COMMAND
Registration Number:	4322073	VUCOMMAND
Registration Number:	4668370	VULINK
Registration Number:	5287624	VUSCHOOLS
Registration Number:	4322072	VUVAULT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5055711	VUVAULT GO
Registration Number:	5146738	VUVAULT.COM

CORRESPONDENCE DATA

Fax Number:

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: 2126030490
Email: dc@robinsonbrog.com
Correspondent Name: David Cykiert
Address Line 1: 875 Third Avenue fl9, 9th Floor
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	David Cykiert
SIGNATURE:	/David Cykiert, Esq./
DATE SIGNED:	06/29/2018

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of April 3, 2018, by Digital Ally, Inc., a Nevada corporation (the “**Grantor**”), in favor of MEF I, LP, as secured lender and Collateral Agent (the “**Secured Lender**”).

WHEREAS:

A. Reference is made to that certain Security Agreement (the “**Security Agreement**”), entered into by and among the Grantor, the other “Guarantors” party thereto, and the Secured Lender, which secures certain now existing and future arising obligations owing to the Secured Lender (as defined in the Security Agreement) under the Transaction Documents (as defined in the Purchase Agreement (as defined below)), as provided in the Security Agreement;

B. Pursuant to the Security Agreement and that certain Securities Purchase Agreement (the “**Purchase Agreement**”), entered into between the Grantor and Secured Lender, the Grantor is required to execute and deliver to the Secured Lender this Agreement;

C. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Secured Lender (as defined in the Security Agreement), a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, the IP Collateral (as defined below); and

D. Capitalized terms used and not otherwise defined herein that are defined in the Security Agreement or the Purchase Agreement shall have the meanings given such terms in the Security Agreement or the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Secured Lender, for the benefit of the Secured Lender (as defined in the Security Agreement), to secure the Obligations (as defined in the Security Agreement), a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. Each United States and foreign trademark and trademark application, including, without limitation, each United States federally registered trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. Each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

3. All products and proceeds of the foregoing items 1 through 2, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without

limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”);

4. Each United States and foreign patent and patent application, including, without limitation, each United States federally registered patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

5. Each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;

6. All products and proceeds of the foregoing items 4 through 5, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any trademark issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “**Patent Collateral**”);

7. If applicable, each United States and foreign copyright and copyright application, including, without limitation, each United States federally registered copyright and copyright application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

8. If applicable, each copyright license, including, without limitation, each copyright license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith;

9. All products and proceeds of the foregoing items 7 through 8, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any copyright, including, without limitation, any copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the “**Copyright Collateral**”; items 1 through 9 being herein (i.e., the Trademark Collateral, the Patent Collateral, and the Copyright Collateral) collectively referred to as the “**IP Collateral**”).

This security interest is granted in conjunction with the security interests granted to the Secured Lender, pursuant to the Security Agreement and the other Transaction Documents (as defined in the Purchase Agreement). The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Transaction Documents (as defined in the Purchase Agreement), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Transaction Documents (as defined in the Purchase Agreement).

Grantor shall give Secured Lender prior written notice of no less than five (5) Business Days before filing any additional application for registration of any trademark and prompt notice in writing of any additional trademark registrations, patent registration, or copyright registrations granted therefor after the date hereof. Without limiting Grantor's obligations under this paragraph, Grantor hereby authorizes Secured Lender unilaterally to modify this Agreement by amending Schedules 1, 2, or 3 to include any future United States registered trademarks, patents, copyrights or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules 1, 2, or 3 shall in any way affect, invalidate or detract from Secured Lender's continuing security interest in all Collateral, whether or not listed on Schedule 1, 2, or 3.

Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks subject to the security interest hereunder.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

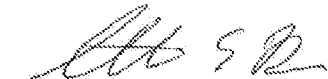
This Agreement is a Transaction Document (as defined in the Purchase Agreement).

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within the City of New York, New York, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

DIGITAL ALLY, INC., a Nevada corporation

By: 
Name: *Stanton E. Ross*
Title: *CEO*

Acknowledged:

MEFI, L.P.
as Secured Lender & Collateral Agent

By: _____
Name:
Title:


The Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

DIGITAL ALLY, INC., a Nevada corporation

By: _____
Name:
Title:

Acknowledged:

MEF I, L.P.
as Secured Lender & Collateral Agent

By: 
Name: ARI MOLARI
Title: Portfolio Manager

SCHEDULE 1
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Collateral

Case No.	Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date	Client Name
47166-US	US	CAPTURE TRUTH and Design	Registered	86/686591	08-Jul-2015	5177126	04-Apr-2017	Digital Ally, Inc.
40575-US	US	DIGITAL ALLY	Registered	77/664389	05-Feb-2009	3766107	30-Mar-2010	Digital Ally, Inc.
40576-US	US	DIGITAL ALLY	Registered	76/978644	12-Aug-2004	3325411	30-Oct-2007	Digital Ally, Inc.
40574-AE	AE	DIGITAL ALLY & Design	Registered	127912	07-Apr-2009	133129	24-Feb-2011	Digital Ally, Inc.
40574-CA	CA	DIGITAL ALLY & Design	Registered	1427075	03-Aug-2009	798540	25-May-2011	Digital Ally, Inc.
40574-IL	IL	DIGITAL ALLY & Design	Registered	219019	05-Feb-2009	219019	06-Feb-2011	Digital Ally, Inc.
40574-MAP	KR	DIGITAL ALLY & Design	Registered		09-Feb-2009	999784	09-Feb-2009	Digital Ally, Inc.
40574-MAP	WP	DIGITAL ALLY & Design	Registered		09-Feb-2009	999784	09-Feb-2009	Digital Ally, Inc.
40574-MAP-AU	AU	DIGITAL ALLY & Design	Registered	1298839	09-Feb-2009	999784	09-Feb-2009	Digital Ally, Inc.
40574-MAP-BA	BA	DIGITAL ALLY & Design	Pending		09-Feb-2009			Digital Ally, Inc.
40574-MAP-CN	CN	DIGITAL ALLY & Design	Pending		09-Feb-2009			Digital Ally, Inc.
40574-MAP-EM	EM	DIGITAL ALLY & Design	Pending		09-Feb-2009			Digital Ally, Inc.
40574-MAP-IS	IS	DIGITAL ALLY & Design	Pending		09-Feb-2009			Digital Ally, Inc.
40574-MAP-JP	JP	DIGITAL ALLY & Design	Registered		09-Feb-2009	999784	09-Feb-2009	Digital Ally, Inc.
40574-MAP-KR	KR	DIGITAL ALLY & Design	Registered		09-Feb-2009	999784	09-Feb-2009	Digital Ally, Inc.
40574-MAP-TR	TR	DIGITAL ALLY & Design	Registered	999784	09-Feb-2009			Digital Ally, Inc.
40574-MX	MX	DIGITAL ALLY & Design	Registered	988899	10-Feb-2009	1188584	10-Nov-2010	Digital Ally, Inc.
40574-ZA	ZA	DIGITAL ALLY & Design	Registered	2009/02010	05-Feb-2009	2009/02010	03-Feb-2009	Digital Ally, Inc.
40574-US	US	DIGITAL ALLY and Design	Registered	77/662595	03-Feb-2009	3762290	23-Mar-2010	Digital Ally, Inc.
47046-US	US	DIGITAL ALLY and Design	Registered	86/686550	08-Jul-2015	5161921	14-Mar-2017	Digital Ally, Inc.
49455-US	US	DIGITAL-ALLY (stylized)	Registered	87/339783	17-Feb-2017	5285280	12-Sep-2017	Digital Ally, Inc.
46134-US	US	ECA	Registered	86/274744	07-May-2014	5087035	22-Nov-2016	Digital Ally, Inc.
46133-US	US	EVIDENCE CAPTURE ASSURANCE	Registered	86/274737	07-May-2014	5087034	22-Nov-2016	Digital Ally, Inc.
41905-US	US	LASER ALLY	Registered	85/066487	18-Jun-2010	3949322	19-Apr-2011	Digital Ally, Inc.
45761-US	US	MICROVU	Registered	86/089530	11-Oct-2013	5050086	27-Sep-2016	Digital Ally, Inc.
49448-US	US	Shield Design Logo	Registered	87/339789	17-Feb-2017	5285282	12-Sep-2017	Digital Ally, Inc.
40592-US	US	VOICEVAULT	Registered	77/807069	18-Aug-2009	3986346	28-Jun-2011	Digital Ally, Inc.
44025-US	US	VU COMMAND and Design	Registered	85/581212	27-Mar-2012	4322074	16-Apr-2013	Digital Ally, Inc.
44024-US	US	VUCOMMAND	Registered	85/581203	27-Mar-2012	4322073	16-Apr-2013	Digital Ally, Inc.
45480-US	US	VuLink	Registered	86/052359	30-Aug-2013	4668370	06-Jan-2015	Digital Ally, Inc.
48464-US	US	VUSCHOOLS	Allowed	87/115310	25-Jul-2016	5287624	12-Sep-2017	Digital Ally, Inc.
48464-US-42	US	VUSCHOOLS (IC 42)	Published	87/360285	06-Mar-2017			Digital Ally, Inc.
44023-US	US	VUVAULT	Registered	85/581194	27-Mar-2012	4322072	16-Apr-2013	Digital Ally, Inc.
47012-US	US	VUVAULT GO	Registered	86/686474	08-Jul-2015	5055711	04-Oct-2016	Digital Ally, Inc.
48350-US	US	VUVAULT.COM	Registered	87/119888	28-Jul-2016	5146738	21-Feb-2017	Digital Ally, Inc.

SCHEDULE 2
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Collateral

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Matters
37 items

Attorney	Status	Client	AttorneyRef	Type	Title	ApplicationNum	FilingDate	PatentNum	IssueDate
Jennifer C. Bailey	Issued	Digital Ally, Inc.	2539-10.01	Utility: Non-Provisional	PORTABLE VIDEO AND IMAGING SYSTEM	14/040,329	9/27/2013	9,019,431	4/28/2015
Jonathan Hines	Issued	Digital Ally, Inc.	2539-10.03	Utility: Continuation	PORTABLE VIDEO AND IMAGING SYSTEM	14/575,433	12/18/2014	9,237,262	1/12/2016
Jennifer C. Bailey	Issued	Digital Ally, Inc.	2539-10.04	Utility: Continuation	PORTABLE VIDEO AND IMAGING SYSTEM	14/991,607	1/8/2016	9,712,730	7/18/2017
Jennifer C. Bailey	Published	Digital Ally, Inc.	2539-10.05	Utility: Continuation	PORTABLE VIDEO AND IMAGING SYSTEM	15/651,599	7/17/2017		
Robin Snader	Published	Digital Ally, Inc.	2539-11.01	Utility: Non-Provisional	MOBILE VIDEO AND IMAGING SYSTEM	14/040,006	9/27/2013		
Robin Snader	Issued	Digital Ally, Inc.	2539-12.00	Utility: Non-Provisional	COMPUTER PROGRAM, METHOD, AND SYSTEM FOR MANAGING MULTIPLE DATA RECORDING DEVICES	13/967,151	8/14/2013	9,253,452	2/2/2016
Jennifer C. Bailey	Issued	Digital Ally, Inc.	2539-12.01	Utility: Continuation	COMPUTER PROGRAM, METHOD, AND SYSTEM FOR MANAGING MULTIPLE DATA RECORDING DEVICES	14/040,233	9/27/2013	8,781,292	7/15/2014
Robin Snader	Published	Digital Ally, Inc.	2539-12.03	Utility: Continuation	COMPUTER PROGRAM, METHOD, AND SYSTEM FOR MANAGING MULTIPLE DATA RECORDING DEVICES	15/446,226	3/1/2017		
Jennifer C. Bailey	Issued	Digital Ally, Inc.	2539-13.00	Design	DATA RECORDING DEVICE	29/467,962	9/25/2013	D715347	10/14/2014
Jennifer C. Bailey	Issued	Digital Ally, Inc.	2539-13.01	Design	DATA RECORDING DEVICE	29/467,964	9/25/2013	D715846	10/21/2014
Nathan Smith	Published	Digital Ally, Inc.	2539-14.00	Utility: Non-Provisional	TRACKING AND ANALYSIS OF DRIVERS WITHIN A FLEET OF VEHICLES	14/746,058	6/22/2015		
Jonathan Hines	Issued	Digital Ally, Inc.	2539-15.00	Design	DATA RECORDING DEVICE	29/507,183	10/24/2014	D746892	1/5/2016
Jonathan Hines	Issued	Digital Ally, Inc.	2539-15.01	Design	DATA RECORDING DEVICE	29/507,188	10/24/2014	D746888	1/5/2016

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37 items

Attorney	Status	Client	AttorneyRef	Type	Title	ApplicationNum	FilingDate	PatentNum	IssueDate
Jonathan Hines	Published	Digital Ally, Inc.	2539-16.00	Utility: Continuation-In-Part	BREATH ANALYZER, SYSTEM, AND COMPUTER PROGRAM FOR AUTHENTICATING, PRESERVING, AND PRESENTING BREATH ANALYSIS DATA	14/517,160	10/17/2014		
Robin Snader	Published	Digital Ally, Inc.	2539-17.00	Utility: Continuation-In-Part	DUAL LENS CAMERA UNIT	14/517,226	10/17/2014		
Robin Snader	Issued	Digital Ally, Inc.	2539-18.00	Utility: Continuation-In-Part	FORENSIC VIDEO RECORDING WITH PRESENCE DETECTION	14/517,368	10/17/2014	9,159,371	10/13/2015
Robin Snader	Published	Digital Ally, Inc.	2539-18.01	Utility: Continuation	FORENSIC VIDEO RECORDING WITH PRESENCE DETECTION	14/880,453	10/12/2015		
Jonathan Hines	Issued	Digital Ally, Inc.	2539-19.02	Utility: Non-Provisional	WIRELESSLY CONDUCTED ELECTRONIC WEAPON	15/163,969	5/25/2016	9,841,259	12/12/2017
Jonathan Hines	Pending	Digital Ally, Inc.	2539-19.04	Utility: Continuation	WIRELESSLY CONDUCTED ELECTRONIC WEAPON	15/834,877	12/7/2017		
Jennifer C. Bailey	Issued	Digital Ally, Inc.	2539-2.02	Utility: Non-Provisional	TRAFFIC SCANNING LIDAR	13/085,994	4/13/2011	8,629,977	1/14/2014
Jonathan Hines	Issued	Digital Ally, Inc.	2539-2.03	Utility: Continuation	TRAFFIC SCANNING LIDAR	14/153,517	1/13/2014	8,976,339	3/10/2015
Jonathan Hines	Published	Digital Ally, Inc.	2539-21.02	Utility: Non-Provisional	COMPREHENSIVE VIDEO COLLECTION AND STORAGE	15/423,803	2/3/2017		
Jonathan Hines	Published	Digital Ally, Inc.	2539-21.03	Utility: PCT	COMPREHENSIVE VIDEO COLLECTION AND STORAGE	PCT/US17/16388	2/3/2017		
Adam Sandwell	Published	Digital Ally, Inc.	2539-23.00	Utility: Non-Provisional	SYSTEMS AND METHODS OF LEGIBLY CAPTURING VEHICLE MARKINGS	15/269,144	9/19/2016		
Nathan Smith	Pending	Digital Ally, Inc.	2539-24.01	Utility: Non-Provisional	SYSTEM FOR AUTOMATICALLY TRIGGERING A RECORDING	15/916,654	3/9/2018		
Jennifer C. Bailey	Issued	Digital Ally, Inc.	2539-3.00	Design	HOUSING FOR BOW MOUNTED CAMERA	29/205,929	5/21/2004	D529628	10/3/2006

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Matters
37 items

Attorney	Status	Client	AttorneyRef	Type	Title	ApplicationNum	FilingDate	PatentNum	IssueDate
Jennifer C. Bailey	Issued	Digital Ally, Inc.	2539-4.01	Utility: Non-Provisional	MULTI-FUNCTIONAL REMOTE MONITORING SYSTEM	12/609,811	10/30/2009	8,503,972	8/6/2013
Robin Snader	Published	Digital Ally, Inc.	2539-4.02	Utility: Continuation	MULTI-FUNCTIONAL REMOTE MONITORING SYSTEM	13/959,142	8/5/2013		
Jennifer C. Bailey	Issued	Digital Ally, Inc.	2539-5.01	Utility: Non-Provisional	VIBRATION RESISTANT CAMERA FOR MOUNTING TO ARCHERY BOW	11/198,247	8/5/2005	7,371,021	5/13/2008
Jennifer C. Bailey	Issued	Digital Ally, Inc.	2539-7.03	Utility: Continuation-In-Part	VEHICLE-MOUNTED VIDEO SYSTEM WITH DISTRIBUTED PROCESSING	12/189,192	8/10/2008	8,520,069	8/27/2013
Robin Snader	Issued	Digital Ally, Inc.	2539-7.06	Utility: Continuation	VEHICLE-MOUNTED VIDEO SYSTEM WITH DISTRIBUTED PROCESSING	13/975,844	8/26/2013	9,325,950	4/26/2016
Jonathan Hines	Issued	Digital Ally, Inc.	2539-7.11	Utility: Foreign	REAR VIEW MIRROR WITH INTEGRATED VIDEO SYSTEM	2622507	9/15/2005	2,622,507	11/17/2015
Jennifer C. Bailey	Issued	Digital Ally, Inc.	2539-7.12	Utility: Foreign	REAR VIEW MIRROR WITH INTEGRATED VIDEO SYSTEM	06803645.8	9/15/2006	1932351	2/26/2014
Jennifer C. Bailey	Issued	Digital Ally, Inc.	2539-7.15	Utility: Foreign	REAR VIEW MIRROR WITH INTEGRATED VIDEO SYSTEM	MX/a/2008/003557	9/15/2006	282887	1/14/2011
Jennifer C. Bailey	Issued	Digital Ally, Inc.	2539-7.19	Utility: Foreign	REAR VIEW MIRROR WITH INTEGRATED VIDEO SYSTEM	2014/04357	9/15/2006	1932351	2/26/2014
Robin Snader	Published	Digital Ally, Inc.	2539-7.20	Utility: Continuation	VEHICLE-MOUNTED VIDEO SYSTEM WITH DISTRIBUTED PROCESSING	15/137,207	4/25/2016		
Adam Sandwell	Pending	Digital Ally, Inc.	2539-8.00	Utility: Non-Provisional	DUAL LENSE LIDAR AND VIDEO RECORDING ASSEMBLY	15/374,401	12/9/2016		

SCHEDULE 3
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyright Collateral