

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kustom Signals, Inc.		07/25/2018	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2815531	DIGITAL EYEWITNESS	
Registration Number:	2591457	KUSTOM	
Registration Number:	2494767	TALON	
Registration Number:	1836053	EAGLE	
Registration Number:	1703020	PRO LASER	
Registration Number:	1287770	FALCON	
Registration Number:	1890445	TRACKER	
Registration Number:	0935678	KUSTOM SIGNALS	
Registration Number:	0918057	K	
Registration Number:	2290663	LASERCAM	
Registration Number:	3900307	LASERCAM	
Registration Number:	3682535	DURATRAK	
Registration Number:	2153274	SMART	
Serial Number:	87792520	EYEWITNESS	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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>			

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TRADEMARK

Phone: 2163634677
Email: dpoirier@beneschlaw.com
Correspondent Name: Duncan H. Poirier
Address Line 1: Benesch Friedlander Coplan & Aronoff LLP
Address Line 2: 200 Public Square, Suite 2300
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 47992-1

NAME OF SUBMITTER: Duncan H. Poirier

SIGNATURE: /Duncan H. Poirier/

DATE SIGNED: 07/30/2018

Total Attachments: 29

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, as it may be amended, restated or otherwise modified from time to time (this "Agreement"), is executed and delivered as of this 25th day of July, 2018, by KUSTOM SIGNALS, INC., a corporation organized under the laws of the State of Kansas (together with its successors and assigns, "Pledgor"), to PNC BANK, NATIONAL ASSOCIATION (together with its successors and assigns, "Lender").

RECITALS:

Pledgor, MPD, INC., a corporation organized under the laws of the Commonwealth of Kentucky ("MPD"), MPH INDUSTRIES, INC., a corporation organized under the laws of the Commonwealth of Kentucky ("MPH"), MPD COMPONENTS, INC., a corporation organized under the laws of the Commonwealth of Kentucky ("MPD Components"), CMI, INC., a corporation organized under the laws of the Commonwealth of Kentucky ("CMI"), FIC CORPORATION, a corporation organized under the laws of the State of Maryland ("FIC"), ON-DUTY DEPOT, INC., a corporation organized under the laws of the Commonwealth of Kentucky ("On-Duty KY"), ON-DUTY DEPOT OF INDIANA, INC., a corporation organized under the laws of the State of Indiana ("On-Duty IN"), OHIO VALLEY 2-WAY RADIO, INC., a corporation organized under the laws of the Commonwealth of Kentucky ("OVR", and together with Pledgor, MPD Components, MPH, CMI, FIC, On-Duty KY, On-Duty IN, Kustom Signals and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each individually, a "Borrower"), certain other Credit Parties which from time to time become party thereto, and Lender are entering into that certain Amended and Restated Revolving Credit, Term Loan, Guaranty and Security Agreement, dated as of the date hereof (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that Lender grant to Borrowers the financial accommodations as described in the Credit Agreement.

Pledgor deems it to be in its direct pecuniary and business interests that Borrowers obtain from Lender the Advances (as defined in the Credit Agreement), and other financial accommodations provided for in the Credit Agreement.

Pledgor understands that Lender is willing to enter into the Credit Agreement and to grant to Borrowers the Advances and such financial accommodations only upon certain terms and conditions, one of which is that Pledgor grant to Lender a security interest in, and an assignment of, the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Lender entering into the Credit Agreement, granting to Borrowers the Advances and such other financial accommodations and for other valuable consideration.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

“Assignment” shall mean an Assignment in the form of Exhibit A hereto.

“Collateral” shall mean, collectively, all of Pledgor’s existing and future (a) Patents; (b) Trademarks; (c) Licenses; (d) all of the goodwill of Pledgor’s business, including, but not limited to, all goodwill connected with and symbolized by the Trademarks; and (e) proceeds of any of the foregoing.

“Debt” shall mean the Obligations, as such term is defined in the Credit Agreement.

“Licenses” shall mean any license agreement with any other party, whether Pledgor is a licensor or licensee under any such license agreement, if any, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses.

“Patents” shall mean any patent and patent application, including, without limitation, the inventions and improvements described and claimed therein, if any, and those patents listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

“Obligor” shall mean a Person whose credit or any of whose property is pledged to the payment of any portion of the Debt and includes, without limitation, (a) any Borrower, (b) any Guarantor and (c) any signatory to an Other Document.

“PTO” shall mean the United States Patent and Trademark Office.

“Trademarks” shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application, if any, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that Lender shall at all times have, and hereby grants to Lender, for the benefit of the Secured Parties, a security interest in all of the

Collateral, including (without limitation) all of Pledgor's future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Lender, in the case of the Collateral pledged pursuant to this Agreement as of the date hereof, and in the case of Collateral pledged pursuant to this Agreement after the date hereof, as of the date of such pledge, as follows:

(a) Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(c) except for Permitted Encumbrances and for licenses granted by Pledgor as licensor listed on Schedule 5.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons;

(d) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;

(e) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral;

(f) Pledgor represents and warrants that it is the true and lawful owner or licensee of the Trademarks listed on Schedule B and Schedule C attached hereto and made a part hereof, and that said listed Trademarks constitute all the marks registered in the PTO that Pledgor now owns or uses in connection with its business. Pledgor represents and warrants that it owns or is licensed to use all Trademarks that it uses, and that it owns all of the registrations listed on Schedule B. Pledgor further warrants that it is not aware of any third party claim that any aspect of Pledgor's present or contemplated business operations infringes or will infringe on any registered trademark or registered service mark; and

(g) Pledgor represents and warrants that it is the true and lawful owner or licensee of all rights in the Patents listed on Schedule A and Schedule C attached hereto and made a part hereof, that said Patents constitute all the United States patents and applications for United States patents that Pledgor now owns. Pledgor represents and warrants that it owns or is licensed to use or practice under all Patent registrations and applications that it owns, uses or practices under, and that it owns all of the Patent registrations and applications listed on Schedule A. Pledgor further warrants that it is not aware of any third party claim that any aspect of Pledgor's present or contemplated business operations infringes or will infringe on any patent.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral other

than as permitted with Lender's prior written consent. Absent such prior written consent, any such attempted sale or license is null and void.

5. Right to Inspect. Pledgor hereby grants to Lender and its respective employees and agents the right to visit any location of Pledgor and to inspect Pledgor's books and records and to make excerpts therefrom and transcripts thereof at such times and upon such notice as is set forth in the Credit Agreement.

6. Standard Patent and Trademark Use. Pledgor shall not knowingly use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

7. Event of Default.

(a) Pledgor expressly acknowledges that Lender may record this Agreement with the PTO. Contemporaneously herewith, Pledgor shall also execute and deliver to Lender the Assignment, which Assignment shall have no force and effect and shall be held by Lender, in escrow, until the occurrence of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Lender in the form attached as Exhibit A and upon written notice to Pledgor and thereafter Lender may, in its sole discretion, record the Assignment with the PTO. The provisions of this paragraph (a) shall not limit or contradict the provisions of the following paragraph (b) or any of the rights and remedies of Lender described therein.

(b) If an Event of Default shall occur and be continuing, in addition to Lender's rights to elect to make the Assignment effective as provided for in paragraph (a) above, Pledgor irrevocably authorizes and empowers Lender to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law, including without limitation all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Lender may sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including all expenses for attorneys' and brokers' fees and other legal services), Lender shall apply such proceeds against payment of the Debt in accordance with the terms of the Credit Agreement. Notice of any sale or other disposition of the Collateral shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. Termination. At such time as the Debt has been irrevocably paid in full, the commitments of Lender under the Credit Agreement terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Lender, this Agreement shall terminate and Lender shall, upon Pledgor's request, execute and deliver to Pledgor, at Pledgor's expense, all deeds, assignments, and other instruments as Pledgor shall reasonably request to evidence the release of Lender's security interest in the Collateral in connection with such termination, subject to any disposition thereof that may have been made by Lender pursuant hereto; provided, however that the provisions of Sections 9, 11, 22, 23, 24, 25, 26 and 27 shall survive any termination of this Agreement.

9. Maintaining Collateral, Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts reasonably necessary to maintain or preserve the Collateral. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Lender in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, within ten (10) days of demand by Lender, and, until so paid after demand, shall be added to the principal amount of the Debt and secured by the Collateral (and all other "Collateral" as defined in the Credit Agreement).

10. Pledgor's Obligations to Prosecute. Except as otherwise agreed to by Lender in writing, Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, and to do any and all acts that are reasonably necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred by Lender in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Lender.

11. Lender's Rights to Enforce. Pledgor shall have the right but not the obligation to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action during the existence of an Event of Default. Pledgor shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Lender for all damages, and expenses, including attorneys' fees incurred by Lender in connection with the provisions of this Section 11, in the event Lender elects to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, after the occurrence and during the continuance of an Event of Default, with the power to endorse Pledgor's name on all applications, documents, papers and instruments reasonably necessary for Lender to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or reasonably necessary for Lender to assign, pledge, convey or otherwise transfer

title in or dispose of the Collateral, together with associated goodwill to a third party or parties, including the power to execute in the name of Pledgor and deliver to the PTO for recording instruments of assignment and/or transfer for all or any part of the Collateral naming as assignee or transferee either Lender or any party that may purchase all or any part of the Collateral at any public or private sale conducted by Lender as a secured creditor. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Lender's Right to Perform Obligations. If Pledgor materially fails to comply with any of its obligations under this Agreement, Lender may after notice to Pledgor, but is not obligated to, do so in Pledgor's name or in Lender's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender on demand in full for all expenses, including attorneys' fees, incurred by Lender in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Lender, enter into such additional documents or instruments as may be reasonably required by Lender in order to effectuate, evidence or perfect Lender's interests in the Collateral as evidenced by this Agreement.

15. New Collateral. If, before the Debt shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Sections 2 and 7 hereof shall automatically apply thereto as if the same were identified on Schedules A, B or C attached hereto and made a part hereof as of the date hereof, and Pledgor shall give Lender prompt written notice thereof as required in the Credit Agreement.

16. Modification for New Collateral. Pledgor hereby authorizes Lender to modify this Agreement by amending Schedules A, B and/or C to include any future Collateral as contemplated by Sections 2 and 15 hereof and, at Lender's request, Pledgor shall execute any documents or instruments reasonably required by Lender in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedules A, B and/or C shall be effective without the signature of Pledgor. Pledgor hereby acknowledges that Lender may refile or re-record this Agreement with the PTO, together with any such modification to Schedules A, B and/or C.

17. No Waiver. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, under the Credit Agreement or under any of the Other Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby, by the Credit Agreement or by the Other Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Pledgor and Lender. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

21. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Lender. Any attempted assignment or transfer without the prior written consent of Lender shall be null and void.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be given to or made upon Pledgor or Lender as the case may be, in accordance with the terms of Section 17.6 of the Credit Agreement.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applied to contracts to be performed wholly within the State of Ohio. Any judicial proceeding brought by or against Pledgor with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of Ohio, United States of America, and by execution and delivery of this Agreement, Pledgor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Pledgor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Pledgor at its address set forth in Section 17.6 of the Credit Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Lender to bring proceedings against Pledgor in the courts of any other jurisdiction. Pledgor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Pledgor waives the right to remove any judicial proceeding brought against Pledgor in any state court to any federal court. Notwithstanding anything to the contrary contained in the foregoing, any judicial proceeding by Pledgor against Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Cuyahoga, State of Ohio.

24. Indemnity: Administration and Enforcement. Pledgor will reimburse Lender, on Lender's demand from time to time, for any and all reasonable fees, costs, and reasonable expenses (including, without limitation, the reasonable fees and disbursements of legal counsel)

reasonably incurred by Lender, as the case may be, in administering this Agreement and in protecting, enforcing, or attempting to protect or enforce its rights under this Agreement, together with interest thereon, following notice received by Pledgor, at a rate per annum equal to the Default Rate.

25. Unconditional and Continuing Security Interest. Pledgor's obligations under this Agreement and the granting of a security interest to Lender pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8) those obligations and the security interest so granted shall continue in full effect until the Debt shall have been indefeasibly paid in full, regardless of the lapse of time, regardless of the fact that there may be a time or times when no Debt is outstanding, regardless of any act, omission, or course of dealing whatever on the part of Lender, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Debt for purposes of this Agreement, nor Pledgor's obligations under this Agreement, nor the security interest granted pursuant to this Agreement shall be diminished or impaired by:

(a) the granting by Lender or any Secured Party of any credit to any Obligor, whether or not liability therefor constitutes Debt, or any failure or refusal of Lender or any Secured Party to grant any other credit to any Obligor even if Lender or any Secured Party thereby breaches any duty or commitment to Pledgor or any other Person,

(b) the application by Lender of credits, payments, or proceeds to any portion of the Debt,

(c) any extension, renewal, or refinancing of the Debt in whole or in part,

(d) any amendment, restatement, or other modification of any kind in, to, or of the Credit Agreement or any Other Document, or any consent or other indulgence granted to any Obligor, or any waiver of any Event of Default (under this Agreement or the Credit Agreement), including without limitation, (i) any extension or change in the time of payment, and/or the manner, place or terms of payment of any or all of Debt, (ii) any renewal, extension of the maturity of the Debt, (iii) any increase or decrease of any loans and extension of credit (and/or any maximum credit limits or sublimits with respect to any such loans or extensions of credit) constituting the Debt, and/or making available to any one or more of the Borrowers or other Credit Parties any new or additional or increased loans or extensions of credit (whether such new, additional or increased loans or extensions of credit are the same or of new or different types as the loans and extensions of credit available to Borrowers and the other Credit Parties under the Credit Agreement and the other Debt as of the date hereof) and (iv) any modification of the terms and conditions under which loans and extensions of credit may be made under the Credit Agreement,

(e) any acceptance of security for or any other Obligor on the Debt or any part thereof, or any release of any security or other Obligor (or compromise or settlement of the liability of any Obligor for the Debt), whether or not Lender receives consideration for the release, compromise or settlement,

(f) any discharge of the Debt in whole or in part under any bankruptcy or insolvency law or otherwise,

(g) the failure of Lender to make any presentment or demand for payment, to assert or perfect any claim, demand, Lien or interest, or to enforce any right or remedy, or any delay or neglect by Lender or any Secured Party in respect of the Debt or any part thereof or any security therefor,

(h) any failure to give Pledgor notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by Pledgor or any other Obligor, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by any Obligor, or

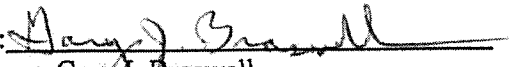
(i) any defense that may now or hereafter be available to any Obligor, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Debt or any part thereof or of the Credit Agreement or any Other Document.

26. No Setoff; Rights Against Other Obligors. Pledgor hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of Pledgor under this Agreement against any claim or right of Pledgor against Lender or any Secured Party, (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement, and (c) agrees that unless and until all of the Debt shall have been indefeasibly paid in full, Pledgor will not assert against any other Obligor or any other Obligor's property any rights (including, without limitation, contribution, indemnification, reimbursement, and subrogation) now or hereafter arising (whether by contract, operation of law, or otherwise) out of or in connection with this Agreement.

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27. JURY TRIAL WAIVER. EACH PARTY TO THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG LENDER AND PLEDGOR, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGOR, LENDER, OR ANY OF THEM.

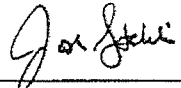
KUSTOM SIGNALS, INC.

By: 
Name: Gary J. Braswell
Title: Chairman

[Signature Page – Intellectual Property Security Agreement (Kustom Signals) – PNC/MPD]

TRADEMARK
REEL: 006395 FRAME: 0030

PNC BANK, NATIONAL ASSOCIATION,
as Lender

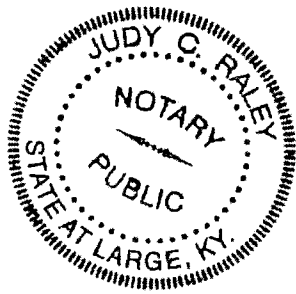
By: 
Name: Joshua D. Stehlin
Title: Senior Vice President

[Continuation of Signature Page – Intellectual Property Security Agreement (Kustom Signals) – PNC/MPD]

STATE OF KENTUCKY)
) SS:
COUNTY OF Madison)

BEFORE ME, the undersigned authority, on this day personally appeared Gary J. Braswell, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said KUSTOM SIGNALS, INC., a Kansas corporation, and that he/she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of July, 2018.



Judy C. Raley
Notary Public
My commission expires: 9-1-2021
Notary ID 584418

SCHEDULE A

Patents

See attached.

Patent Title	Country	App. No.	Filed	Patent No.	Issued
Traffic Radar With Target Duration Tracking	US	12/356,000	01/19/2009	7705772	04/27/2010
Traffic Radar System With Improved Patrol Speed Capture	US	11/076,003	03/09/2005	7091901	08/15/2006
Violation Alert Speed Display	US	09/238,804	01/28/1999	6809656	10/26/2004
Overhead Console for In-Car Video System	US	29/168,594	10/4/2002	D489,044	04/27/2004
Violation Alert Speed Display	US	08/933,152	09/18/1997	6046686	04/04/2000
Speedometer Assisted Patrol Speed Search for DSP Traffic Radar	US	09/201,284	11/30/1998	6023236	02/08/2000
Traffic Radar System with Automated Tuning Fork Test Feature	AU	2017100466	04/28/2017	2017100466	05/11/2017
In-Car Digital Video System with Integrated ALPR	US	15/540,328	06/28/2017	Pending	
Traffic Enforcement System with Time Tracking and Integrated Video Capture	US	15/728,734	10/10/2017	Pending	
Body-Worn Video Surveillance System	US	15/540,296	06/28/2017	Pending	
Traffic Radar System with Automated Tuning Fork Test Feature	US	15/537,829	06/19/2017	Pending	
USB/Wireless Based Traffic Radar System	US	14/657,758	03/13/2015	Pending	
Traffic Enforcement System with Time Tracking and Integrated Video Capture	US	14/298,670	06/06/2014	Pending	
Traffic Radar system with Auto Tuning Fork Test Features	US	16/021,220	06/28/2018	Pending	
Traffic Enforcement System with Time Tracking and Integrated Video Capture	AU	2014274669	12/10/2015	Pending	
Traffic Enforcement System with Time Tracking and Integrated Video Capture	NZ	715047	12/10/2015	Pending	
Traffic Enforcement System with Time Tracking and Integrated Video Capture	UK	1522210.02	12/16/2015	Pending	
Traffic Enforcement System with Time Tracking and Integrated Video Capture	Canada	2,914,345	12/2/2015	Pending	
Traffic Enforcement System with Time Tracking and Integrated Video Capture	EPO	14807281.2	12/16/2015	Pending	
Traffic Enforcement System with Time Tracking and Integrated Video Capture	CO	15310633	12/29/2015	Pending	
Traffic Enforcement System with Time Tracking and Integrated Video Capture	ZA	2015/08873	12/03/2015	Pending	
Traffic Enforcement System with Time Tracking and Integrated Video Capture	SG	11201509969R	06/06/2014	Pending	
Traffic Radar System with Automated Tuning Fork Test Feature	AU	2015327782	04/07/2017	Pending	
Traffic Radar System with Automated Tuning Fork Test Feature	Canada	2,963,299	04/07/2017	Pending	
Traffic Radar System with Automated Tuning Fork Test Feature	NZ	730881	04/07/2017	Pending	
Traffic Radar System with Automated Tuning Fork Test Feature	ZA	2017/02380	04/04/2017	Pending	

LIDAR with increased emitted laser power	US	09/725,994	11/29/00	64441889	8/27/02
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<u>Case Number</u>	<u>Case Type</u>	<u>Country</u>	<u>Title</u>	<u>Status, Filing Date, App. Serial No. Pub. No. & Date</u>	<u>Pat/Reg No., Issue/Reg Date</u>	<u>Next Reminder</u>	<u>Due Date</u>
PENDING PATENT APPLICATIONS							
BIETSCH-4306.034 (Assigned to Kustom Signals, Inc.)	Patent	US	TRAFFIC ENFORCEMENT SYSTEM WITH TIME TRACKING AND INTEGRATED VIDEO CAPTURE	Pending Filed: 6/6/2014 S/N 14/298,670 Pub. No. US-2014-0362231-A1 Pub Date: 12/11/2014		Response to office action	8/17/2018
BIETSCH-4306.074 (Continuation of 4306.034) (Assigned to Kustom Signals, Inc.)	Patent	US	TRAFFIC ENFORCEMENT SYSTEM WITH TIME TRACKING AND INTEGRATED VIDEO CAPTURE	Pending Filed: 10/10/2017 S/N 15/728,734		Final response to office action	10/6/2018
KUSTOM-4306.049 (Filed in name of Kustom Signals, Inc.)	Patent	Australia	TRAFFIC ENFORCEMENT SYSTEM WITH TIME TRACKING AND INTEGRATED VIDEO CAPTURE	Pending Filed: 12/10/2015 S/N 2014274669		Maintenance Fee	6/6/2019
KUSTOM-4306.050 (Filed in name of Kustom Signals, Inc.)	Patent	New Zealand	TRAFFIC ENFORCEMENT SYSTEM WITH TIME TRACKING AND INTEGRATED VIDEO CAPTURE	Pending Filed: 12/10/2015 S/N 715047		Maintenance Fee	6/6/2019
KUSTOM-4306.053 (Filed in name of Kustom Signals, Inc.)	Patent	United Kingdom	TRAFFIC ENFORCEMENT SYSTEM WITH TIME TRACKING AND INTEGRATED VIDEO CAPTURE	Pending Filed: 12/16/2015 S/N 1522210.02 Pub. No. 2529368 Pub Date: 2/17/2016		Awaiting action from UK Patent Office in approximately 3-5 years (KSI doesn't meet the criteria for expedited prosecution.)	
KUSTOM-4306.054 (Filed in name of Kustom Signals, Inc.)	Patent	Canada	TRAFFIC ENFORCEMENT SYSTEM WITH TIME TRACKING AND INTEGRATED VIDEO CAPTURE	Pending Filed: 12/2/2015 S/N 2,914,345		Maintenance Fee Response to office action	6/6/2019 12/15/208

<u>Case Number</u>	<u>Case Type</u>	<u>Country</u>	<u>Title</u>	<u>Status, Filing Date, App. Serial No. Pub. No. & Date</u>	<u>Pat/Reg No., Issue/Reg Date</u>	<u>Next Reminder</u>	<u>Due Date</u>
KUSTOM-4306.055 (Filed in name of Kustom Signals, Inc.)	Patent	EPO	TRAFFIC ENFORCEMENT SYSTEM WITH TIME TRACKING AND INTEGRATED VIDEO CAPTURE	Pending Filed: 12/16/2015 S/N 14807281.2		Maintenance Fee	6/6/2019
KUSTOM-4306.057 (Filed in name of Kustom Signals, Inc.)	Patent	Colombia	TRAFFIC ENFORCEMENT SYSTEM WITH TIME TRACKING AND INTEGRATED VIDEO CAPTURE	Pending Filed: 12/29/2015 S/N 15310633		Awaiting response from Colombia Patent Office regarding Reconsideration Petition (filed 3/28/2018)	
KUSTOM-4306.058 (Filed in name of Kustom Signals, Inc.)	Patent	South Africa	TRAFFIC ENFORCEMENT SYSTEM WITH TIME TRACKING AND INTEGRATED VIDEO CAPTURE	Pending Filed: 12/3/2015 S/N 2015/08873		Maintenance Fee Awaiting receipt of original patent.	8/28/2018
KUSTOM-4306.060 (Filed in name of Kustom Signals, Inc.)	Patent	Singapore	TRAFFIC ENFORCEMENT SYSTEM WITH TIME TRACKING AND INTEGRATED VIDEO CAPTURE	Pending Filed: 6/6/2014 (Int'l date) S/N 11201509969R		Awaiting further action by Singapore Patent Office	
SHELTON-4306.040 (Filed in name of Kustom Signals, Inc.)	Patent	US	USB/WIRELESS BASED TRAFFIC RADAR SYSTEM	Pending Filed: 3/13/2015 S/N 14/657,758 Pub. No. US-2015-0260840-A1 Pub Date: 9/17/2015			
KUSTOM-4306.065 (Filed in name of Kustom Signals, Inc.)	Patent	Australia	TRAFFIC RADAR SYSTEM WITH AUTOMATED TUNING FORK TEST FEATURE	Pending Filed: 4/7/2017 S/N 2015327782		Maintenance fee Response to office action	10/5/2018 3/28/2019
KUSTOM-4306.066 (Filed in name of Kustom Signals, Inc.)	Patent	Canada	TRAFFIC RADAR SYSTEM WITH AUTOMATED TUNING FORK TEST FEATURE	Pending Filed: 3/30/2017 S/N 2,963,299		Maintenance fee	10/5/2018

<u>Case Number</u>	<u>Case Type</u>	<u>Country</u>	<u>Title</u>	<u>Status, Filing Date, App. Serial No. Pub. No. & Date</u>	<u>Pat/Reg No., Issue/Reg Date</u>	<u>Next Reminder</u>	<u>Due Date</u>
KUSTOM-4306.067 (Filed in name of Kustom Signals, Inc.)	Patent	New Zealand	TRAFFIC RADAR SYSTEM WITH AUTOMATED TUNING FORK TEST FEATURE	Pending Filed: 4/7/2017 S/N 730881		Deadline for application to be in order for acceptance Maintenance fee	8/4/2018 10/5/2018
KUSTOM-4306.068 (Filed in name of Kustom Signals, Inc.)	Patent	South Africa	TRAFFIC RADAR SYSTEM WITH AUTOMATED TUNING FORK TEST FEATURE	Pending Filed: 4/4/2017 S/N 2017/02380		Maintenance fee Awaiting receipt of original patent	10/5/2018
SHELTON-4306.070 (Filed in name of Kustom Signals, Inc.)	Patent	US	TRAFFIC RADAR SYSTEM WITH AUTOMATED TUNING FORK TEST FEATURE	Pending Filed: 6/19/2017 S/N 15/537,829		Action from USPTO expected in approximately 28 months	
PAGE-4306.071 (Assigned to Kustom Signals, Inc.)	Patent	US	BODY-WORN VIDEO SURVEILLANCE SYSTEM	Pending Filed: 6/28/2017 S/N 15/540,296		Action from USPTO expected in approximately 11 months	
PAGE-4306.072 (Assigned to Kustom Signals, Inc.)	Patent	US	IN-CAR DIGITAL VIDEO SYSTEM WITH INTEGRATED ALPR	Pending Filed: 6/28/2017 S/N 15/540,328		Action from USPTO expected in approximately 8 months	
SHELTON-4306.077 (Continuation of 4306.070) (Assigned to Kustom Signals, Inc.)	Patent	US	TRAFFIC RADAR SYSTEM WITH AUTO TUNING FORK TEST FEATURES (Track One Request)	Pending Filed: 6/28/2018 S/N 16/021,220		Final disposition of application by USPTO within 12 months	

<u>Case Number</u>	<u>Case Type</u>	<u>Country</u>	<u>Title</u>	<u>Status, Filing Date, App. Serial No. Pub. No. & Date</u>	<u>Pat/Reg No., Issue/Reg Date</u>	<u>Next Reminder</u>	<u>Due Date</u>
ISSUED PATENTS							
BREMENKAMP-3038 (Assigned to Kustom Signals, Inc.)	Design Patent	US	DES: OVERHEAD CONSOLE FOR IN-CAR VIDEO SYSTEM	Issued Filed: 10/4/2002 S/N 29/168,594	Issued: 4/27/2004 Pat. No. D489,044	None	
KUSTOM-4306.069 (Div. of .065) (Filed in name of Kustom Signals, Inc.)	Innovation Patent	Australia	TRAFFIC RADAR SYSTEM WITH AUTOMATED TUNING FORK TEST FEATURE	Issued Filed: 4/28/2017 S/N 2017100466	Issued: 5/11/2017 Patent No. 2017100466	Maintenance fee	10/5/2018
MITCHELL-2369 (Assigned to Kustom Signals, Inc.)	Patent	US	VIOLATION ALERT SPEED DISPLAY	Issued Filed: 9/18/1997 S/N 09/238,804	Issued: 4/4/2000 Pat. No. 6,046,686	All maintenance fees paid	None
MITCHELL-2640 (Assigned to Kustom Signals, Inc.)	Patent	US	VIOLATION ALERT SPEED DISPLAY	Issued Filed: 1/28/1999 S/N 09/238,804	Issued: 10/26/2004 Pat. No. 6,809,656	All maintenance fees paid	None
PATTERSON-2782 (Assigned to Kustom Signals, Inc.)	Patent	US	LIDAR WITH INCREASED EMITTED LASER POWER	Issued Filed: 11/29/2000 S/N 09/725,994	Issued: 8/27/2002 Pat. No. 6,441,889	All maintenance fees paid	None
SHELTON-2598 (Assigned to Kustom Signals, Inc.)	Patent	US	SPEEDOMETER ASSISTED PATROL SPEED SEARCH FOR DSP TRAFFIC RADAR	Issued Filed: 11/30/1998 S/N 09/201,284	Issued: 2/8/2000 Pat. No. 6,023,236	All maintenance fees paid	None
SHELTON-4195 (Assigned to Kustom Signals, Inc.)	Patent	US	TRAFFIC RADAR WITH TARGET DURATION TRACKING	Issued Filed: 1/19/2009 S/N 12/356,000	Issued: 4/27/2010 Pat. No. 7,705,772	11.5 Year maintenance fee	10/27/2021

<u>Case Number</u>	<u>Case Type</u>	<u>Country</u>	<u>Title</u>	<u>Status, Filing Date, App. Serial No. Pub. No. & Date</u>	<u>Pat/Reg No., Issue/Reg Date</u>	<u>Next Reminder</u>	<u>Due Date</u>
ABANDONED/CONVERTED PATENT APPLICATIONS AND EXPIRED PATENTS							
CREVISTON-3345 (Assigned to Kustom Signals, Inc.)	Patent	US	ACCELEROMETER ACTIVATOR FOR IN-CAR VIDEO	Abandoned Filed: 2/6/2004 S/N 10/773,360 Pub. No. US-2005-0088522-A1 Pub Date: 4/28/2005		None	
DODDS-2867 (Assigned to Kustom Signals, Inc.)	Patent	US	AUTOMATICALLY ACTIVATED WIRELESS MICROPHONE FOR IN-CAR VIDEO SYSTEM	Abandoned Filed: 9/19/2002 S/N 10/247,729 Pub. No. US-2003-0052970-A1 Pub Date: 3/20/2003		None	
HAYES-4306.024	Provisional Patent	US	LASER RANGING AND SPEED DETECTION WITH INTEGRATED VIDEO CAPTURE	Converted Filed: 6/6/2013 S/N 61/831,971		None	
HENDERSON-1897 (Assigned to Kustom Signals, Inc.)	Patent	US	TRAFFIC RADAR WITH DIGITAL SIGNAL PROCESSING	Expired Filed: 6/30/1994 S/N 08/268,621	Issued: 6/18/1996 Pat. No. 5,528,246	None	
HENDERSON-1937 (Assigned to Kustom Signals, Inc.)	Patent	US	TRAFFIC RADAR WITH DIGITAL SIGNAL PROCESSING	Expired Filed: 10/11/1994 S/N 08/321,536	Issued: 4/2/1996 Pat. No. 5,504,488	None	
HOCKER-3612 (Assigned to Kustom Signals, Inc.)	Patent	US	REMOTE VIDEO LINK SPEED ENFORCEMENT	Abandoned Filed: 6/10/2005 S/N 11/150,402 Pub. No. US-2006-0279629-A1 Pub Date: 12/14/2006		None	

<u>Case Number</u>	<u>Case Type</u>	<u>Country</u>	<u>Title</u>	<u>Status, Filing Date, App. Serial No. Pub. No. & Date</u>	<u>Pat/Reg No., Issue/Reg Date</u>	<u>Next Reminder</u>	<u>Due Date</u>
KUSTOM-4306.035	PCT	PCT	TRAFFIC ENFORCEMENT SYSTEM WITH TIME TRACKING AND INTEGRATED VIDEO CAPTURE	Completed Filed: 6/6/2014 S/N PCT/US14/41404 Pub. No. WO 2014/197858 Pub Date: 12/11/2014		None	
KUSTOM-4306.045	PCT	PCT	TRAFFIC RADAR SYSTEM WITH AUTOMATED TUNING FORK TEST FEATURE	Completed Filed: 10/5/2015 S/N PCT/US2015/ 054021 Pub. No. WO 2016/054639 Pub Date: 4/7/2016		None	
KUSTOM-4306.047 Priority Case: PAGE-4306.037	PCT	PCT	BODY-WORN VIDEO SURVEILLANCE SYSTEM	Completed Filed: 12/1/2015 S/N PCT/US15/ 63259 Pub. No. WO 2016/089911 Pub Date: 6/9/2016		None	
KUSTOM-4306.048 Priority Case: PAGE-4306.038	PCT	PCT	IN-CAR DIGITAL VIDEO SYSTEM WITH INTEGRATED ALPR	Completed Filed: 12/1/2015 S/N PCT/US15/ 63270 Pub. No. None Pub Date: 6/9/2016		None	
PAGE-3000 (Assigned to Kustom Signals, Inc.)	Patent	US	DIGITAL IN CAR VIDEO SURVEILLANCE SYSTEM	Abandoned Filed: 9/25/2003 S/N 10/670,690		None	
PAGE-3821 (Assigned to Kustom Signals, Inc.)	Patent	US	DIGITAL IN-CAR VIDEO SURVEILLANCE SYSTEM	Abandoned Filed: 11/14/2005 S/N 11/273,311 Pub. No. US-2006- 0133476-A1 Pub Date: 6/22/2006		None	
PAGE-4306.037	Provisional Patent	US	BODY-WORN VIDEO SURVEILLANCE SYSTEM	Converted Filed: 12/1/2014 S/N 62/085,977		None	

<u>Case Number</u>	<u>Case Type</u>	<u>Country</u>	<u>Title</u>	<u>Status, Filing Date, App. Serial No. Pub. No. & Date</u>	<u>Pat/Reg No., Issue/Reg Date</u>	<u>Next Reminder</u>	<u>Due Date</u>
PAGE-4306.038	Provisional Patent	US	IN-CAR DIGITAL VIDEO SYSTEM WITH INTEGRATED ALPR	Converted Filed: 12/1/2014 S/N 62/085,998		None	
PATTERSON-1550	Patent	US	LIDAR DEVICE WITH COMBINED OPTICAL SIGHT	Expired Filed 8/14/1991 S/N 07/744,950	Issued 6/22/1993 Pat. No. 5,221,956	None	
PATTERSON-2692	Patent	US	NEW TARGET BLANKING FOR TRAFFIC LIDAR DEVICE	Abandoned Filed: 10/22/1999 S/N 09/426,137		None	
SHELTON-2300 (Assigned to Kustom Signals, Inc.)	Patent	US	RADAR SWITCHING SYSTEM	Abandoned Filed: 10/9/1996 S/N 08/731,057		None	
SHELTON-3463	Provisional Patent	US	TRAFFIC RADAR SYSTEM WITH IMPROVED PATROL SPEED CAPTURE	Converted Filed: 5/14/2004 S/N 60/571,350		None	
SHELTON-3599 (Assigned to Kustom Signals, Inc.)	Patent	US	TRAFFIC RADAR SYSTEM WITH IMPROVED PATROL SPEED CAPTURE	Expired Filed: 3/9/2005 S/N 11/076,003 Pub. No. US-2005-0253749-A1 Pub Date: 1/17/2005	Issued: 8/15/2006 Pat. No. 7,091,901	None	
SHELTON-4306.022	Provisional Patent	US	USB/WIRELESS BASED TRAFFIC RADAR SYSTEM	Refiled Filed: 2/8/2013 S/N 61/762,496		None	
SHELTON-4306.031	Provisional Patent	US	USB/WIRELESS BASED TRAFFIC RADAR SYSTEM	Converted Filed: 3/13/2014 S/N 61/952,300		None	
SHELTON-4306.036	Provisional Patent	US	TRAFFIC RADAR SYSTEM WITH AUTOMATED TUNING FORK TEST FEATURE	Converted Filed: 10/3/2014 S/N 62/059,472		None	
SQUICCIARINI-1984	Patent	US	VIDEO INCIDENT CAPTURE SYSTEM	Expired Filed 2/2/1995 S/N 08/382,426	Issued 10/14/1997 Pat. No. 5,677,979	None	
SQUICCIARINI-1986	Patent	US	VIDEO INCIDENT CAPTURE SYSTEM	Expired Filed 3/25/1991 S/N 07/675,637	Issued 4/18/1995 Pat. No. 5,408,330	None	

<u>Case Number</u>	<u>Case Type</u>	<u>Country</u>	<u>Title</u>	<u>Status, Filing Date, App. Serial No. Pub. No. & Date</u>	<u>Pat/Reg No., Issue/Reg Date</u>	<u>Next Reminder</u>	<u>Due Date</u>
STRICKLAND-1675 (Assigned to P.A.T.C.O. Properties, Inc.)	Patent	US	MOBILE SPEED AWARENESS DEVICE	Expired Filed: 10/18/1988 S/N 07/259,207	Issued: 7/27/1993 Pat. No. 5,231,393	None	
KUSTOM-4306.052	Patent	Thailand	TRAFFIC ENFORCEMENT SYSTEM WITH TIME TRACKING AND INTEGRATED VIDEO CAPTURE	Abandoned Filed: 6/6/2014 S/N 1501007304		None	
KUSTOM-4306.056 (Filed in name of Kustom Signals, Inc.)	Patent	Brazil	TRAFFIC ENFORCEMENT SYSTEM WITH TIME TRACKING AND INTEGRATED VIDEO CAPTU	Abandoned Filed: 6/6/2014 (Int'l date) S/N BR1120-15030439-7		None	
KUSTOM-4306.059 (Filed in name of Kustom Signals, Inc.)	Patent	United Arab Emirates	TRAFFIC ENFORCEMENT SYSTEM WITH TIME TRACKING AND INTEGRATED VIDEO CAPTURE	Abandoned Filed: 6/6/2014 (Int'l date) S/N 1623/2105		None	

SCHEDULE B

Trademarks

See attached.

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status
DIGITAL EYEWITNESS	US	76394389	04/08/2002	2815531	02/17/2004	Registered
KUSTOM	US	76315028	09/20/2001	2591457	07/09/2002	Registered
TALON	US	75651845	03/21/1999	2494767	10/02/2001	Registered
EAGLE	US	74264024	04/09/1992	1836053	05/10/1994	Registered
PROLASER	US	74206504	09/24/1991	1703020	07/28/1992	Registered
FALCON and Design	US	73434756	07/15/1983	1287770	07/31/1984	Registered
TRACKER	US	74367603	03/12/1993	1890445	04/18/1995	Registered
KUSTOM SIGNALS	US	72365751	07/20/1970	0935678	06/13/1972	Registered
K and Design	US	72365750	07/20/1970	0918057	08/10/1971	Registered
LASERCAM	US	75385161	09/16/2017	2290663	11/02/1999	Registered
LASERCAM	US	85042488	05/19/2010	3900307	01/04/2011	Registered
DURATRAK	US	77653242	01/21/2009	3682535	09/15/2009	Registered
SMART	US	74710959	08/04/1995	2153274	04/28/1998	Registered
EYEWITNESS	US	87792520	02/09/2018			Pending

SCHEDULE C

Licenses

None.

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF JULY 25, 2018 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY KUSTOM SIGNALS, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF KANSAS (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "PLEDGOR"), IN FAVOR OF PNC BANK, NATIONAL ASSOCIATION (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL ON BEHALF OF AND FOR THE BENEFIT OF LENDER AND THE SECURED PARTIES AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

PNC BANK, NATIONAL ASSOCIATION

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, KUSTOM SIGNALS, INC., a corporation organized under the laws of the State of Kansas (together with its successors and assigns, "Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of PNC BANK, NATIONAL ASSOCIATION, as Lender, pursuant to which Pledgor has granted to Lender for the benefit of the Secured Parties a security interest in the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over to Lender, its successors, transferees and assigns, all of its existing and future Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B, and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Lender has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on _____, 2018.

KUSTOM SIGNALS, INC.

By: _____
Name: Gary J. Braswell
Title: Chairman

STATE OF KENTUCKY)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared Gary J. Braswell, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said KUSTOM SIGNALS, INC., a Kansas corporation, and that he/she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2018.

Notary Public
My commission expires:_____

***INTELLECTUAL PROPERTY SECURITY AGREEMENT (KUSTOM SIGNALS) –
PNC/MPD***

11382039 v1

RECORDED: 07/30/2018

**TRADEMARK
REEL: 006395 FRAME: 0049**