

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACTIVE RADAR, INC.	FORMERLY SWH 2015 HOLDINGS, INC.	08/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7512		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3776592	RXTE	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1955		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	09/05/2018		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 29, 2018, by and among COMERICA BANK (“Bank”) and ACTIVE RADAR, INC. (formerly known as SWH 2015 Holdings, Inc.), a Delaware corporation (“Borrower”), and ACTIVE RADAR GROUP, INC., a Delaware corporation (“Parent, and together with Borrower, collectively “Grantors”, and each, a “Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). In connection with the Loan Agreement, Parent is entering into an Unconditional Secured Guaranty, dated as of the date hereof, in favor of Bank (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty”, and together with the Loan Agreement, collectively, the “Loan Documents”). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of such under the Loan Documents to which it is a party.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Bank a security interest in all of Borrower’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

C. Pursuant to the terms of the Guaranty, Parent has granted to Bank a security interest in all of Parent’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Parent Guaranty).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Documents and all other agreements now existing or hereafter arising among any Grantor and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Documents to which it is a party and under any other agreement now existing or hereafter arising between each Grantor and Bank, each Grantor grants and pledges to Bank a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, except to the extent excluded from “Collateral” pursuant to the terms of the applicable Loan Document.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Documents. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. In the event of any conflict between this Agreement and any other Loan Document, the terms of such other Loan Documents shall control.

Each Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights that are included in the Intellectual Property Collateral, in connection to which such

Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date hereof.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Capitalized terms used herein without definition shall have the meaning set forth in the Loan Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantors:

Active Radar, Inc.
11344 Coloma Road, Suite 680
Gold River, CA 95670

Active Radar Group, Inc.
11344 Coloma Road, Suite 680
Gold River, CA 95670

GRANTORS:

ACTIVE RADAR, INC.

By MSchreib

Name: Missy Schrieb

Title: Chief Financial Officer

ACTIVE RADAR GROUP, INC.

By MSchreib

Name: Missy Schrieb

Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Bank:

MC 7578
39200 W. Six Mile Road
Livonia, MI 48152
Attn: National Documentation Services

BANK:

COMERICA BANK

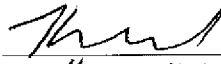
By: 
Name: Kevin T. Urban
Title: SVP

EXHIBIT A
COPYRIGHTS

<u>Owner</u>	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B
PATENTS

<u>Owner</u>	<u>Description</u>	<u>Patent / Registration or Application Number</u>	<u>Issue / Application Date</u>
Borrower	Consumer health incentive program	13/943,600	07/16/13

EXHIBIT C
TRADEMARKS

<u>Owner</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Borrower	RXTE	3,776,592	04/20/10