

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAFETY VISION, LLC		09/26/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	HANCOCK WHITNEY BANK		
Street Address:	3200 Kirby Drive, Suite 1100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77098		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87370108	EVERGREEN	
Registration Number:	4831937	ICOP	
Registration Number:	4569112	PRIMA FACIE	
Registration Number:	3055325	SAFETY VISION	
Registration Number:	2761655	SAFETYVIEW	
Registration Number:	2621401	SAFETY VISION	
Registration Number:	3586791	ROADRECORDER	
Registration Number:	2169946	RAILRECORDER	
Registration Number:	2012266	ROAD RECORDER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	sbayer@nathansommers.com		
Correspondent Name:	Shanna Bayer		
Address Line 1:	2800 Post Oak Boulevard, 61st Floor		
Address Line 4:	Houston, TEXAS 77056		
NAME OF SUBMITTER:	Shanna Bayer		
SIGNATURE:	/s/ Shanna Bayer		

OP \$240.00 87370108

DATE SIGNED:	10/01/2018
Total Attachments: 3 source=05-Trademark Security Agreement#page1.tif source=05-Trademark Security Agreement#page2.tif source=05-Trademark Security Agreement#page3.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made this 26th day of September, 2018, between SAFETY VISION, LLC, a Texas limited liability company, having a place of business at 6100 West Sam Houston Parkway North, Houston, Texas 77041 ("Grantor"), and HANCOCK WHITNEY BANK, a Mississippi state chartered bank, having a place of business at 3200 Kirby Drive, Suite 1100, Houston, Texas 77098 ("Lender").

WHEREAS, Grantor owns the Trademarks and Trademark Applications (herein so called) listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Grantor and Lender, among others, have entered into that certain Loan Agreement dated as of September 26, 2018 (as the same may hereafter be amended, restated, modified or supplemented from time to time (the "Loan Agreement"));

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 26, 2018, between Grantor and Lender (the "Security Agreement"), Grantor has granted to Lender a security interest in all of the trademarks and trademark applications owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, or interest in or to, as collateral to secure the Obligations (as defined in the Security Agreement);

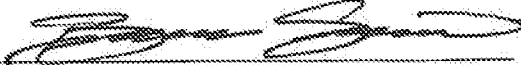
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant to Lender a security interest in the following property, wherever arising or located (the "Trademark Collateral"): all of Grantor's right, title and interest in and to the Trademarks and Trademark Applications now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the Trademark Collateral made and granted herein are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered as of the date first above written.

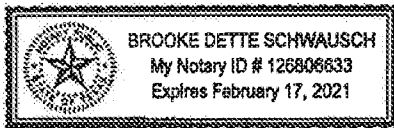
SAFETY VISION, LLC

By: 
Bruce Smith
Sole Manager

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Bruce Smith, Sole Manager of SAFETY VISION, LLC, a Texas limited liability company, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 26th day of September, 2018.




Notary Public in and for
The State of T E X A S

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

SCHEDULE A

Trademarks

Registered Trademarks			
Country	Trademark	Registration No.	Registration Date
USA	ICOP	4831937	10/13/2015
USA	PRIMA FACIE	4569112	07/15/2014
USA	SAFETY VISION	3055325	01/31/2006
USA	SAFETYVIEW	2761655	09/09/2003
USA	SAFETY VISION	2621401	09/17/2002
USA	ROADRECORDER	3586791	03/10/2009
USA	RAILRECORDER	2169946	06/30/1998
USA	ROAD RECORDER	2012266	10/29/1996

Pending Trademark Applications			
Country	Trademark	Serial No.	Filing Date
USA	EVERGREEN	87370108	03/14/2017

Trademark Applications in Preparation				
Country	Docket No.	Expected Filing Date	Owner	Title
NONE	NONE	NONE	NONE	NONE