

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QOGNIFY LTD.		12/28/2018	Limited Corporation:
QOGNIFY LIMITED		12/28/2018	Limited Corporation:
ON-NET SURVEILLANCE SYSTEMS INC.		12/28/2018	Corporation:
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5016201	QOGNIFY	
Registration Number:	3494545	SITUATOR	
Registration Number:	2341646	NICE VISION	
Registration Number:	3543185	ONSSI	
Registration Number:	3543183		
Registration Number:	5620457	OCULARIS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3128767700		
Email:	thomas.buettner@lw.com		
Correspondent Name:	Thomas J. Buettner		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	330 North Wabash Avenue, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	058258-0005		

OP \$165.00 5016201

NAME OF SUBMITTER:	Thomas J. Buettner
SIGNATURE:	/tjb/
DATE SIGNED:	12/28/2018
Total Attachments: 5 source=Qognify - Trademark Security Agreement [Executed]_105031428_1_US-DOCS#page1.tif source=Qognify - Trademark Security Agreement [Executed]_105031428_1_US-DOCS#page2.tif source=Qognify - Trademark Security Agreement [Executed]_105031428_1_US-DOCS#page3.tif source=Qognify - Trademark Security Agreement [Executed]_105031428_1_US-DOCS#page4.tif source=Qognify - Trademark Security Agreement [Executed]_105031428_1_US-DOCS#page5.tif	

U.S. TRADEMARK SECURITY AGREEMENT

This U.S. TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 28, 2018, is made by QOGNIFY LTD., a company incorporated and existing under the laws of the State of Israel, QOGNIFY LIMITED, a company incorporated and existing under the laws of the United Kingdom and ON-NET SURVEILLANCE SYSTEMS INC., a New York corporation (collectively, “Grantors”), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

Grantors have executed and delivered that certain Amended and Restated Guaranty and Collateral Agreement of even date herewith, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Grantors are pledging and granting to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors agree, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby pledge and grant to Administrative Agent a continuing security interest in, all of the Grantors’ right, title and interest in, to and under the following Collateral of the Grantors (the “Trademark Collateral”):

(a) all of the Grantors’ Trademarks and all Intellectual Property Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and the Grantors hereby acknowledge and agree that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the

Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern. This Agreement has been executed and delivered by Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Grantors Remain Liable. Each 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 Trademark Collateral subject to a security interest hereunder.

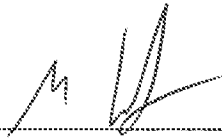
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

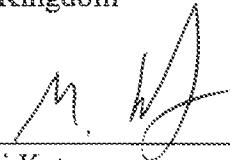
[signature pages follow]

N WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

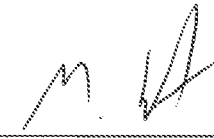
QOGNIFY LTD., a company incorporated and existing under the laws of the State of Israel

By: 
Name: Miki Katz
Title: CFO


QOGNIFY LIMITED, a company incorporated and existing under the laws of the United Kingdom

By: 
Name: Miki Katz
Title: CFO

ON-NET SURVEILLANCE SYSTEMS INC., a company incorporated and existing under the laws of the State of New York

By: 
Name: Miki Katz
Title: CFO


**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent**

By: 
Name: Kyle Asher
Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Application No.	Registration No.	Owner Name
QOGNIFY	86,762,437	5,016,201	QOGNIFY LIMITED
SITUATOR	77,051,659	3,494,545	QOGNIFY LTD.
NICE VISION	75,258,294	2,341,646	QOGNIFY LTD.
ONSSI	77,453,834	3,543,185	ON-NET SURVEILLANCE SYSTEMS INC.
	77,453,830	3,543,183	ON-NET SURVEILLANCE SYSTEMS INC.
OCULARIS	87,693,043	5,620,457	ON-NET SURVEILLANCE SYSTEMS INC.