

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM518021

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INTELITY, INC.		04/04/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	600 ALTON BOULEVARD		
<b>Internal Address:</b>	SUITE 100		
<b>City:</b>	COSTA MESA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92626		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4986570	KEYPR	
<b>Registration Number:</b>	4986569	KEYPR	
<b>Registration Number:</b>	5116913	GEMS	
<b>Serial Number:</b>	88177502	INTELITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>			
<b>Phone:</b>	4048853868		
<b>Email:</b>	rusty.close@troutman.com		
<b>Correspondent Name:</b>	CHRISTOPHER CLOSE		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 3000		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	039299.000025		
<b>NAME OF SUBMITTER:</b>	Christopher C Close, Jr.		
<b>SIGNATURE:</b>	/Christopher C. Close Jr./		
<b>DATE SIGNED:</b>	04/08/2019		

CH \$115.00 4986570

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 4, 2019, (the “**Agreement**”) between WESTERN ALLIANCE BANK, an Arizona corporation (“**Lender**”), and INTELITY, INC., a Delaware corporation (“**Grantor**”), is made with reference to the Loan and Security Agreement, dated as of April 4, 2019 (as amended, modified, supplemented or restated from time to time, the “**Loan Agreement**”), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the “**Intellectual Property Collateral**”):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the “**Copyrights**”), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the “**Trademarks**”), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the “**Mask Works**”), including the Mask Works described in Exhibit D;

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

INTELITY, INC., a Delaware corporation

By

Name:

Title:

Address for Notices:

Attn: Legal Dept.  
600 Wilshire Boulevard, Suite 700  
Los Angeles, California 90017  
Tel: (310) 596-8160 -ext 524  
Email: [legal@intility.com](mailto:legal@intility.com)

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By

Name:

Title:

Address for Notices:

Attn: Brett Maver, Vice President  
Bridge Bank, a division of Western Alliance Bank  
600 Alton Boulevard, Suite 100  
Costa Mesa, California 92626  
Tel: (949) 438-4008  
Email: [brett.maver@bridgebank.com](mailto:brett.maver@bridgebank.com)

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006612 FRAME: 0737**

EXHIBIT A

Copyrights

Description	Registration Number	Application Number	Notes on Ownership
None			

EXHIBIT B

Trademarks

Description	Application Number	Registration Number	Notes on Ownership
KEYPR	86628709	4,986,570	Registered 6/28/16 (Primary class 009)
KEYPR	86628684	4,986,569	Registered 6/28/16 (Primary classes 009 and 035)
GEMS	86628719	5,116,913	Registered 1/10/17 (Primary classes 009 and 042)
INTELITY	88177502		Filed 11/1/18 (to replace application 87810767)

EXHIBIT C

Patents

Description	Serial Number	Registration Number	Notes on Ownership
Systems and Methods for Entry Control	Appl. No 15/016,636	9,619,954	Issued 4/11/2017
Systems and Methods for Entry Control	PCT US2016016760		Applied 02/05/2016
Systems and Methods for Entry Control	European Patent App: 16889611.6, Regional Phase of International Patent Application		
Systems and Methods for Entry Control		Canada: No. 2976023	
Systems and Methods for Entry Control		Australia – 2016391069	
Entry Control Device	Appl. No 15/483,932	10,062,232	Issued 8/28/2018
Guest Management System	Appl 16/015948		Filed 6/22/2018 (non-provisional)



EXHIBIT D

Mask Works

Description	Application	Registration	Notes on Ownership
None			