

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digonex Technologies, Inc.		03/05/2019	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Emmis Operating Company		
Street Address:	40 Monument Circle		
Internal Address:	One EMMIS Plaza		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3047771	DIGONEX	
CORRESPONDENCE DATA			
Fax Number:	3172230362		
<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:	3176845362		
Email:	trademark@boselaw.com		
Correspondent Name:	Jennifer Day, Bose McKinney & Evans LLP		
Address Line 1:	111 Monument c		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Jennifer L. Day		
SIGNATURE:	/Jennifer L. Day/		
DATE SIGNED:	05/15/2019		
Total Attachments: 10			
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AMENDED AND RESTATED SECURITY AGREEMENT

Digonex Technologics, Inc., an Indiana corporation (hereinafter referred to as "**Debtor**"), pursuant to this Amended and Restated Security Agreement (the "**Security Agreement**") hereby grants a security interest to the persons who purchase Notes under that certain Note Purchase and Credit Agreement dated as of January 3, 2017, as amended from time to time (the "**Loan Agreement**"), including but not limited to those persons listed on SCHEDULE A to this Security Agreement (each a "**Secured Party**" and collectively, the "**Secured Parties**"), in and to and collaterally assigns to Secured Party all of its interest in, all assets of Debtor, wherever located, including without limitation all furnishings, equipment, fixtures, goods, computer and data processing systems, software and hardware, inventory (including, without limitation, raw materials, work in process, parts, supplies, finished goods, and materials used or consumed in Debtor's business) and other articles of personal property of Debtor (the "**Chattels**"); all contracts, leases now or hereafter entered into by and between Debtor and any party; all accounts (as defined in the Indiana Uniform Commercial Code as presently or hereafter in effect ("**UCC**")), deposit accounts, credit card receivables, funds, instruments, documents, promissory notes, letter of credit rights, chattel paper (whether electronic or tangible), payables arising out of leases, licenses and/or assignments, and all other intangibles and general intangibles, investment property and payment intangibles of Debtor, now acquired or hereafter arising, including, but not limited to, all customer lists, logo, goodwill, permits, licenses, operating rights, franchises, inventions, processes, formulae, patent rights, copyrights, copyright rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, franchises, franchise rights and other like business property rights, and all applications to acquire such rights, for which application may at any time be made by Debtor, including without limitation those patents and patent rights described on EXHIBIT A, those trademarks and trademark rights described on EXHIBIT B and those copyrights and copyright rights described on EXHIBIT C; all refunds, payments, repayments, deposits, supporting obligations and monies received or to be received and all claims therefor, arising from or relating to the ownership, sale, lease or other disposition of any of the Collateral (as hereinafter defined), irrespective of the time period to which such refunds, payments, repayments, deposits or monies relate, including property tax or other tax refunds and utility refunds, rebates or deposits; and all additions and accessions thereto, all replacements and renewals of any part thereof, and the proceeds (including, without limitation, insurance, indemnity, warranty and guaranty proceeds) of any of these items (all of which property, including the Chattels and all of the other aforementioned property is hereinafter collectively referred to as the "**Collateral**").

Subject to and except as otherwise provided in any of the other Loan Documents, if any personal property which becomes part of the Collateral is subject to a conditional bill of sale, security agreement or other lien covering such property, then, in the event of any Event of Default under this Security Agreement, all the right, title and interest of Debtor in and to any and all such personal property is hereby assigned to Secured Party, together with the benefits of any deposits or payments now or hereafter made by Debtor, or the predecessors or successors in title to Debtor in the Collateral. Should Secured Party desire to impose the lien of this Security Agreement more specifically upon said fixtures and articles of said personal property, Debtor will make, execute and deliver, or cause to be made, executed or delivered, on demand such security instrument as may be deemed necessary or appropriate or required to effectuate the same.

It is the intention of Debtor and of this instrument, that the terms of the Security Agreement shall cover the interests of Debtor of whatever kind in and to all the chattel personal property of every kind and description owned by Debtor or in which Debtor may have an interest, and used or to be used in the operation of, or in connection with the operation of, the business of Debtor together with replacements of any of the chattel personal property presently owned by Debtor, and all increases and additions thereto, and all after acquired personal property used in connection with the business of Debtor or any interest

therein, of any kind or description, hereafter acquired by Debtor for use in the operation of, or connected with the operation of, said business, which after acquired property shall become a part of the Collateral.

The interests of Secured Party hereunder shall be held by Secured Party or the Collateral Agent appointed in accordance with the Loan Agreement (as defined below) (the "*Collateral Agent*") and their respective successors and assigns, subject, however, to the terms and conditions of this Security Agreement.

SECTION 1

SECURITY

1.01. Performance and Obligations Secured. This Security Agreement is given to secure the payment and performance of the Obligations (as such term is defined in the Loan Agreement). This Security Agreement shall also secure any and all renewals or extensions of the whole or any part of the Obligations, however evidenced, with interest at such lawful rate as may be agreed upon, and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or the priority of this Security Agreement, nor release Debtor from liability for the Obligations. Reference is hereby made to the Loan Agreement as if set out here at length and incorporated herein.

SECTION 2

REPRESENTATIONS AND COVENANTS OF DEBTOR

Debtor represents, covenants and agrees with Secured Party as follows:

2.01. Name; Formation. Debtor represents and warrants that, as of the date hereof, Debtor's chief executive office is at 40 Monument Circle, Suite 500, Indianapolis, IN 46204.

2.02. Covenant To Comply with Terms. Debtor will pay and perform all Obligations, as the same become due, in accordance with their terms, without relief from valuation or appraisal laws, and it will keep, observe and perform all of the terms, provisions, covenants and agreements of this Security Agreement and the Loan Agreement.

2.03. Covenants Regarding Possession of Collateral. Debtor shall have possession of the Collateral, except where expressly otherwise provided in this Security Agreement or where Secured Party chooses to perfect its security interest by possession in addition to the filing of a financing statement. Where Collateral is in the possession of a third party, Debtor will, upon request of Secured Party after an Event of Default, join with Secured Party in notifying the third party of Secured Party's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party. Debtor will cooperate with Secured Party in obtaining control with respect to Collateral consisting of deposit account, investment property, letter of credit rights, and electronic chattel paper. Debtor will not create any chattel paper without placing a legend on the chattel paper acceptable to Secured Party indicating that Secured Party has a security interest therein.

2.04. Additional Covenants. Debtor covenants and agrees that Secured Party shall, upon and during the continuance of an Event of Default, have the right at any time to enforce Debtor's rights against account debtors and obligors.

2.05. Security Agreement. This Security Agreement is intended to be a security agreement pursuant to the UCC for any of the personal property and fixtures described herein. Debtor will not create or suffer to be created any other security interest in said personal property and fixtures, including replacements thereof and additions thereto, except as otherwise authorized pursuant to this Security Agreement or permitted pursuant to the Loan Agreement. Subject to and except as otherwise provided in any of the other Loan Documents, upon the occurrence of any Event of Default, Secured Party shall have the remedies of a secured party under the UCC and, at Secured Party's option, may also invoke the remedies provided herein with respect to such property. Debtor further authorizes and appoints the Collateral Agent as its attorney-in-fact, to execute and file on its behalf a financing statement or statements in those public offices deemed necessary by the Collateral Agent and authorizes the Collateral Agent to file duplicates of any financing statements as determined by the Collateral Agent. Debtor will pay all filing fees for the filing of this instrument or of financing statements filed to perfect the security interest provided in this Security Agreement or in connection with this Security Agreement.

2.06. Further Assurances. Debtor shall, on request of the Collateral Agent, (i) promptly correct any defect, error or omission which may be discovered in the contents of this Security Agreement or in the Loan Agreement or in the execution or acknowledgment thereof; (ii) execute, acknowledge, deliver and record or file such further instruments (including without limitation further security agreements, financing statements and continuation statements) and do such further acts as may be reasonably necessary, desirable or proper to carry out more effectively the purposes of this Security Agreement and the Loan Agreement and to subject to the liens and security interests hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby including specifically, but without limitation, any renewals, additions, substitutions, replacements, or appurtenances to the Collateral; and (iii) execute, acknowledge, deliver, procure and record or file any document or instrument (including specifically any financing statement) deemed reasonably advisable by the Collateral Agent to protect the lien or the security interest hereunder against the rights or interests of third persons, and Debtor shall pay all reasonable costs connected with any of the foregoing.

2.07. Additional Remedies. Subject to and except as otherwise provided in the Loan Agreement or any of the other Loan Documents, and subject to the rights of senior lienholders, upon and during the continuation of an Event of Default, the Collateral Agent shall have the right and power to:

(a) instruct the Debtor, at its own expense, to notify any parties obligated on any of the Collateral, including any account debtors, to make payment directly to the Secured Party of any amounts due or to become due thereunder, or the Collateral Agent may directly notify such obligors of the security interest of the Secured Party, and/or of the assignment to the Secured Party of the Collateral and direct such obligors to make payment to the Secured Party of any amounts due or to become due with respect thereto, and thereafter, collect any such amounts due on the Collateral directly from such persons obligated thereon;

(b) enforce collection of any of the Collateral, including any accounts, by suit or otherwise, or make any compromise or settlement with respect to any of the Collateral, or surrender, release or exchange all or any part thereof, or compromise, extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder;

(c) take possession or control of any proceeds and products of any of the Collateral, including the proceeds of insurance thereon;

(d) extend, renew or modify for one or more periods (whether or not longer than the original period) the Obligations or any obligation of any nature of any other obligor with respect to the Obligations;

(e) grant releases, compromises or indulgences with respect to the Obligations, any extension or renewal of any of the Obligations, any security therefor, or to any other obligor with respect to the Obligations;

(f) transfer the whole or any part of securities which may constitute Collateral into the name of the Secured Party or the Secured Party's nominee without disclosing, if the Collateral Agent so desires, that such securities so transferred are subject to the security interest of the Secured Party, and any corporation, association, or any of the managers or trustees of any trust issuing any of such securities, or any transfer agent, shall not be bound to inquire, in the event that the Secured Party or such nominee makes any further transfer of such securities, or any portion thereof, as to whether the Secured Party or such nominee has the right to make such further transfer, and shall not be liable for transferring the same;

(g) vote the Collateral;

(h) make an election with respect to the Collateral under Section 1111 of the Bankruptcy Code or take action under Section 364 or any other section of the Bankruptcy Code; provided, however, that any such action of the Collateral Agent as set forth herein shall not, in any manner whatsoever, impair or affect the liability of the Debtor hereunder, nor prejudice, waive, nor be construed to impair, affect, prejudice or waive the Secured Party's rights and remedies at law, in equity or by statute, nor release, discharge, nor be construed to release or discharge, the Debtor, any guarantor or other person liable to the Secured Party for the Obligations; and

(i) at any time, and from time to time, accept additions to, releases, reductions, exchanges or substitution of the Collateral, without in any way altering, impairing, diminishing or affecting the provisions of this Security Agreement, the Loan Documents, or any of the other Obligations, or the Secured Party's rights hereunder, under the Obligations.

The Debtor hereby ratifies and confirms whatever the Collateral Agent may do with respect to the Collateral and agrees that neither the Collateral Agent nor the Secured Party shall be liable for any error of judgment or mistakes of fact or law with respect to actions taken in connection with the Collateral.

2.10. Attorney-in-Fact. The Debtor hereby irrevocably makes, constitutes and appoints the Collateral Agent (and any officer of the Collateral Agent or any Person designated by the Collateral Agent for that purpose) as the Debtor's true and lawful proxy and attorney-in-fact (and agent-in-fact) in the Debtor's name, place and stead, with full power of substitution, to (i) take such actions as are permitted in this Security Agreement, (ii) execute such financing statements and other documents and to do such other acts as the Collateral Agent may require to perfect and preserve the Secured Party's security interest in, and to enforce such interests in the Collateral, and (iii) carry out any remedy provided for in this Security Agreement, including endorsing the Debtor's name to checks, drafts, instruments and other items of payment, and proceeds of the Collateral, executing change of address forms with the postmaster of the United States Post Office serving the address of the Debtor, changing the address of the Debtor to that of the Collateral Agent, opening all envelopes addressed to the Debtor and applying any payments contained therein to the Obligations. The Debtor hereby acknowledges that the constitution and appointment of such proxy and attorney-in-fact are coupled with an interest and are irrevocable until termination of this Security Agreement. The Debtor hereby ratifies and confirms all that such attorney-in-fact may do or cause to be done by virtue of any provision of this Security Agreement.

2.11. No Marshaling. The Secured Party and the Collateral Agent shall not be required to marshal any present or future collateral security (including this Security Agreement and the Collateral)

for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order. To the extent that it lawfully may, the Debtor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of the Secured Party's rights under this Security Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Debtor hereby irrevocably waives the benefits of all such laws.

2.12. Application of Proceeds. Subject to and except as otherwise provided in any of the Loan Documents, the Secured Party will within seven (7) days after receipt of cash or solvent credits from collection of items of payment, proceeds of Collateral or any other source, apply the whole or any part thereof against the Obligations secured hereby. Subject to and except as otherwise provided in any of the Loan Documents, the Secured Party shall further have the exclusive right to determine how, when and what application of such payments and such credits shall be made on the Obligations, and such determination shall be conclusive upon the Obligors. Subject to and except as otherwise provided in any of the Loan Documents, any proceeds of any disposition by the Secured Party of all or any part of the Collateral may be first applied by the Secured Party to the payment of expenses incurred by the Secured Party in connection with the Collateral, including attorneys' fees and legal expenses.

2.13. Intellectual Property Rights.

(a) **Patents.** Exhibit A accurately lists all patents owned or controlled by Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the patents, then Debtor shall within thirty (30) days provide written notice to the Collateral Agent with a replacement Exhibit A, which upon acceptance by the Collateral Agent shall become part of this Agreement.

(b) **Trademarks.** Exhibit B accurately lists all trademarks owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, Debtor owns or controls any trademarks not listed on Exhibit B (other than common law marks which are not material to Debtor's business), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall within thirty (30) days provide written notice to the Collateral Agent with a replacement Exhibit B, which upon acceptance by the Collateral Agent shall become part of this Agreement.

(c) **Copyrights.** Exhibit C accurately lists all copyrights owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of copyrights and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, Debtor owns or controls any copyrights not listed on Exhibit C, or if Exhibit C ceases to accurately reflect the existence and status of applications and registrations pertaining to the copyrights, then Debtor shall within thirty (30) days provide written notice to the Collateral Agent with a replacement Exhibit C, which upon acceptance by the Collateral Agent shall become part of this Agreement.

SECTION 3

DEFAULT AND RIGHTS AND REMEDIES OF SECURED PARTY UPON DEFAULT

3.01. Definition of Default. The term "*Event of Default*," wherever used in this Security Agreement, means an "Event of Default" under the Loan Agreement.

3.02. Acceleration. Upon any Event of Default, the unpaid balance of the Obligations shall, at the option of Secured Party and subject to the Loan Agreement and to the rights of senior lienholders, become immediately due and payable; except that upon any Event of Default described in Section 4.1(e) (Assignment for Creditors) or Section 4.1(f) (Bankruptcy) of the Loan Agreement, the Obligations shall automatically, without demand, notice or further action of any kind on the part of Secured Party, become immediately due and payable. Notice of the exercise of this acceleration option is hereby waived by Debtor.

3.03. Remedies of Secured Party. Subject to the Loan Agreement and to the rights of senior lienholders, upon any Event of Default, Secured Party shall have all the rights and remedies permitted under the UCC with respect to the security interest in the Collateral granted hereunder and all rights and remedies authorized under this Security Agreement, under the other Loan Documents and pursuant to other laws.

3.04. Remedies Are Cumulative. No remedy herein conferred upon or reserved to Secured Party is intended to be or shall be exclusive of any other remedy, but every remedy herein provided shall be cumulative and shall be in addition to every other remedy given hereunder, or in any instrument executed in connection herewith, or now or hereafter existing at law or in equity, or by statute; and every such right and remedy may be exercised from time to time and as often as may be deemed expedient.

In the event that Secured Party: (a) grants any extension of time or forbearance with respect to the payment of any indebtedness secured by this Security Agreement; (b) takes other or additional security for the payment thereof; (c) waives or fails to exercise any right granted herein or under the Loan Agreement; (d) grants any release, with or without consideration, of the whole or any part of the security held for the payment of the debt secured hereby; (e) amends or modifies in any respect with the consent of Debtor any of the terms and provisions hereof or of the Loan Agreement; then and in any such event, such act or omission to act shall not release Debtor, or any co-maker, surety, or guarantor of this Security Agreement or of the Loan Agreement, under any covenant of this Security Agreement or of the Loan Agreement, nor preclude Secured Party from exercising any right, power, or privilege herein granted or intended to be granted in the event of any other Event of Default then made or any subsequent Event of Default and without in any way impairing or affecting the lien or priority of this Security Agreement.

3.05 Equal Priority of Liens. The Secured Parties acknowledge that Debtor has issued multiple Secured Notes and may issue additional Secured Notes in the future in connection with the payment of interest on outstanding Secured Notes or otherwise and that all holders of Secured Notes are intended to have the same rights. Secured Parties hereby agree that the security interest of each Secured Party in any Collateral ranks and will rank *pari passu* with the security interests of the other Secured Parties in the same Collateral until payment in full of all Obligations owed to Secured Parties by the Debtor. Notwithstanding the foregoing, nothing in this Agreement is intended to modify, alter, waive or subordinate the security interest of any Secured Party as it relates to any third party who is not also a Secured Party.

3.06 Sharing of Payments. Except as otherwise specified in the Loan Agreement, until payment in full of all Obligations owed to Secured Parties by the Debtor in connection with the Secured Notes, (i) Secured Parties will share among themselves all payments, distributions, collections and recoveries (irrespective of the source thereof, whether from or in respect of Collateral, the Debtor, its subsidiaries or otherwise) as provided in the Loan Agreement; (ii) any such payment of interest shall be deemed a prepayment of interest if such interest is not then due and payable; and (iii) if any Secured Party shall obtain any payment or other recovery of any kind under the Secured Notes in excess of its proportionate share of all payments and other recoveries obtained by Secured Parties, then, at the Debtor's option, the recipient Secured Party promptly shall return such excess to the Debtor or shall remit the appropriate portion(s) of such excess proportionally to the other Secured Parties.

SECTION 4

MISCELLANEOUS

4.01. Successors and Assigns; Amendments. Reference in this Security Agreement to Debtor and Secured Party shall in each case be deemed to include the successors and assigns of such party, and all the covenants, stipulations and agreements herein contained are and shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. This Security Agreement may be amended to add additional noteholders or for other reasons by the consent of the holder or holders of at least a majority in amount of the obligations secured hereby.

4.02. Separability of Provisions. In the event any one or more of the provisions contained in this Security Agreement or in the Loan Agreement, the performance of which are secured hereunder, should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

4.03. Applicable Law. This Security Agreement shall be governed by, interpreted, enforced and construed in accordance with the laws of the State of Indiana.

4.04. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and shall be transmitted in the manner required by the Loan Agreement.

4.05. Duplicate Financing Statements. A photographic or other reproduction of this Security Agreement or of any financing statement relating to this Security Agreement shall be sufficient as a financing statement.

4.06. Termination. This Agreement will terminate on the later to occur of the full performance, payment and satisfaction of the Obligations. Upon such termination, the Collateral Agent or each Secured Party, as applicable, will (a) promptly execute and deliver to Debtor a release of its liens on the Collateral granted pursuant to this Security Agreement and the other Loan Documents or similar instrument of reconveyance prepared by the Collateral Agent and (b) deliver UCC termination statements with respect to the liens on the Collateral granted pursuant to this Security Agreement and the other Loan Documents.

4.07. Other Loan Documents. Notwithstanding anything to the contrary in this Security Agreement, the exercise of remedies by the Secured Party and the Collateral Agent under this Security Agreement and the receipt of any proceeds therefrom are subject to any conflicting terms, conditions and restrictions set forth in the other Loan Documents.

Debtor has caused this Security Agreement to be executed as of the 5th day of March, 2019.

DIGONEX TECHNOLOGIES, INC.

By: 

Gregory T. Loewen, CEO

SCHEDULE A

NAMES AND ADDRESSES OF SECURED PARTIES

Emmis Operating Company
One EMMIS Plaza
40 Monument Circle
Indianapolis, IN 46204

EXHIBIT B
UNITED STATES TRADEMARKS

REGISTRATIONS

Trademark	Reg. Number	Reg. Date
DIGONEX	3,047,771	1/24/2006

PENDING APPLICATIONS

None

FOREIGN TRADEMARKS

REGISTRATIONS

none

APPLICATIONS

none

Exhibit B