

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526383

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALULA HOLDINGS, LLC		06/03/2019	Limited Liability Company: DELAWARE
IPDATATEL, LLC		06/03/2019	Limited Liability Company: TEXAS
RESOLUTION PRODUCTS, LLC		06/03/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ORIX GROWTH CAPITAL, LLC
Street Address:	280 Park Avenue, 40 West
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5758737	ALULA
Registration Number:	5071140	IP IPDATATEL
Registration Number:	5066921	IPDATATEL
Registration Number:	5011394	S SECURESMART
Registration Number:	5011345	SECURESMART
Serial Number:	87791744	A
Serial Number:	87791740	SIMPLIFYING · SECURITY

CORRESPONDENCE DATA

Fax Number: 2149326499

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.

Phone: 2149326400

Email: sshernandez@mcguirewoods.com

Correspondent Name: THERESA ARNOLD

Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1400

Address Line 2: MCGUIREWOODS LLP

TRADEMARK

Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER: 2067493-0041

NAME OF SUBMITTER: Stephanie Hernandez

SIGNATURE: /Stephanie Hernandez/

DATE SIGNED: 06/04/2019

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of June 3, 2019 (the “**Effective Date**”) by and between ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company (“**Lender**”), ALULA HOLDINGS, LLC, a Delaware limited liability company (“**Alula**”), IPDATATEL, LLC, a Texas limited liability company (“**ipDatatel**”), and RESOLUTION PRODUCTS, LLC, a Delaware limited liability company (“**Resolution Products**” and, together with Alula and ipDatatel, collectively, the “**Grantors**” and each, individually, a “**Grantor**”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to the Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Lender a security interest in all of such Grantor’s Intellectual Property to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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 Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, each Grantor grants and pledges to Lender a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules 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. Notwithstanding the foregoing, the Collateral shall not include “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent-to-use” trademarks would be contrary to applicable law.

2. Each Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by any Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by any Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by any Grantor.

3. No Grantor shall, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing the Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions, as the Lender may reasonably request from time to time to perfect or continue the perfection of Lender’s interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by such Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Lender identifying the mask works,

software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Loan Agreement or any of 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 Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantors, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

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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.

GRANTORS:

Address of Grantors:

2340 Energy Park Drive, Suite 100
St. Paul, MN 55108
Attn: Chief Executive Officer

ALULA HOLDINGS, LLC

By: 
Name: Brian McLaughlin
Title: Chief Executive Officer

IPDATATEL, LLC

13110 Southwest Freeway
Sugar Land, TX 77478
Attn: President

By: _____
Name: Russell Vail
Title: President

RESOLUTION PRODUCTS, LLC

2340 Energy Park Drive, Suite 100
St. Paul, MN 55108
Attn: President

By: _____
Name: Brian Seemann
Title: President

LENDER:

Address of Lender:

280 Park Avenue
40 West
New York, NY, 10017
Attn: General Counsel

ORIX GROWTH CAPITAL, LLC

By: _____
Name: _____
Title: _____

[Intellectual Property Security Agreement]

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TRADEMARK
REEL: 006661 FRAME: 0832

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.

GRANTORS:

Address of Grantors:

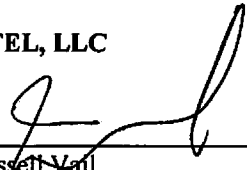
2340 Energy Park Drive, Suite 100
St. Paul, MN 55108
Attn: Chief Executive Officer

ALULA HOLDINGS, LLC

By: _____
Name: Brian McLaughlin
Title: Chief Executive Officer

13110 Southwest Freeway
Sugar Land, TX 77478
Attn: President

IPDATATEL, LLC

By:  _____
Name: Russell Vail
Title: President

2340 Energy Park Drive, Suite 100
St. Paul, MN 55108
Attn: President

RESOLUTION PRODUCTS, LLC

By: _____
Name: Brian Seemann
Title: President

Address of Lender:

280 Park Avenue
40 West
New York, NY, 10017
Attn: General Counsel

LENDER:

ORIX GROWTH CAPITAL, LLC

By: _____
Name: _____
Title: _____

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.

GRANTORS:

Address of Grantors:

ALULA HOLDINGS, LLC

2340 Energy Park Drive, Suite 100
St. Paul, MN 55108
Attn: Chief Executive Officer

By: _____
Name: Brian McLaughlin
Title: Chief Executive Officer

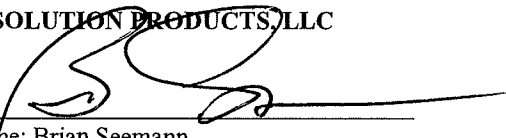
IPDATATEL, LLC

13110 Southwest Freeway
Sugar Land, TX 77478
Attn: President

By: _____
Name: Russell Vail
Title: President

RESOLUTION PRODUCTS, LLC

2340 Energy Park Drive, Suite 100
St. Paul, MN 55108
Attn: President

By:  _____
Name: Brian Seemann
Title: President

LENDER:

Address of Lender:

ORIX GROWTH CAPITAL, LLC

280 Park Avenue
40 West
New York, NY, 10017
Attn: General Counsel

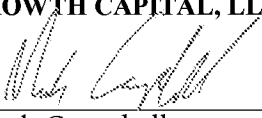
By: _____
Name: _____
Title: _____

Address of Lender:

280 Park Avenue
40 West
New York, NY, 10017
Attn: General Counsel

LENDER:

ORIX GROWTH CAPITAL, LLC

By: 
Name: Mark Campbell
Title: Authorized Representative

[Intellectual Property Security Agreement]

TRADEMARK
REEL: 006661 FRAME: 0835




SCHEDULE A

Copyrights


None.

SCHEDULE A

Trademark Registrations

Grantor	Country	Mark	Reg. No.	Reg. Date
Alula	USA	ALULA	5758737	May 21, 2019
ipDatatel	USA		5071140	November 1, 2016
ipDatatel	USA	IPDATATEL	5066921	October 25, 2016
ipDatatel	USA		5011394	August 2, 2016
ipDatatel	USA	SECURESMART	5011345	August 2, 2016
ipDatatel	CA	IPDATATEL	TMA1007282	October 22, 2018
ipDatatel	CA		TMA1007279	October 22, 2018

Trademark Applications

Grantor	Country	Mark	App. No.	App. Date
Alula	USA		87791744	Published October 30, 2018
Alula	USA	SIMPLIFYING · SECURITY	87791740	Published October 30, 2018

SCHEDULE C

Patent Registrations

<u>Grantor</u>	<u>Country</u>	<u>Patent Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Resolution Products, Inc. (predecessor to Resolution Products)	USA	Security Systems	10,178,533	January 8, 2019
Resolution Products, Inc. (predecessor to Resolution Products)	USA	Communicating within a wireless security system	9,406,214	August 2, 2016
Resolution Products, Inc. (predecessor to Resolution Products)	USA	Communicating within a wireless security system	8,970,368	March 3, 2015
Resolution Products, Inc. (predecessor to Resolution Products)	USA	Communicating within a wireless security system	8,456,278	June 4, 2013

Patent Applications

Grantor	Country	Patent Title	App. No.	App. Date
ipDataTel	USA	Method and Apparatus for Facilitating Accessing Home Surveillance Data by Remote Devices	14670910	Mar 27, 2015
Resolution Products, Inc. (predecessor to Resolution Products)	USA	Security Systems	16241619	January 7, 2019
Resolution Products, Inc. (predecessor to Resolution Products)	USA	Communicating Within A Wireless Security System	15645652	July 10, 2017
Resolution Products, Inc. (predecessor to Resolution Products)	USA	Universal Protocol Translator	15473521	March 29, 2017
Resolution Products, Inc. (predecessor to Resolution Products)	USA	Home Wireless Discovery	15455041	March 9, 2017
Resolution Products, Inc. (predecessor to Resolution Products)	USA	Security Systems	1506836513068265	March 11, 2016
Resolution Products, Inc. (predecessor to Resolution Products)	USA	Communicating Within A Wireless Security System	15224950	August 1, 2016
Resolution Products, Inc. (predecessor to Resolution Products)	USA	Communicating Within A Wireless Security System	14635752	March 2, 2015

Resolution Products, Inc. (predecessor to Resolution Products)	USA	Communicating Within A Wireless Security System	13908577	June 3, 2013
Resolution Products, Inc. (predecessor to Resolution Products)	AU	Security Systems	AU2016271129	December 21, 2017
Resolution Products, Inc. (predecessor to Resolution Products)	CA	Security Systems	CA20162987623	December 8, 2016
Resolution Products, Inc. (predecessor to Resolution Products)	CN	Universal Protocol Translator	CN109479050	March 15, 2019
Resolution Products, Inc. (predecessor to Resolution Products)	CN	Home Wireless Discovery	CN109477857	March 9, 2016
Resolution Products, Inc. (predecessor to Resolution Products)	EP	Universal Protocol Translator	EP3437300	February 6, 2019
Resolution Products, Inc. (predecessor to Resolution Products)	EP	Home Wireless Discovery	EP3427069	January 16, 2019
Resolution Products, Inc. (predecessor to Resolution Products)	WO	Universal Protocol Translator	WO2017172993	October 5, 2017
Resolution Products, Inc. (predecessor to Resolution Products)	WO	Home Wireless Discovery	WO2017156332	September 14, 2017
Resolution Products, Inc. (predecessor to Resolution Products)	WO	Security Systems	WO2016196353	December 8, 2016

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