

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UCIT ONLINE SECURITY INC.		08/12/2019	Corporation: CANADA
STEALTH MONITORING INC.		08/12/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	PACIFIC WESTER BANK, as Agent		
Street Address:	5404 Wisconsin Avenue, 2nd Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5032829	UCIT SECURITY	
Registration Number:	5804484	STEALTH MONITORING	
Registration Number:	5804485	STEALTH MONITORING	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,faisal.kraziem@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	08/12/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of August 12, 2019, by UCIT ONLINE SECURITY INC., a corporation amalgamated pursuant to the Business Corporations Act (British Columbia) ("UCIT Online"), and Stealth Monitoring Inc., a Texas corporation ("Stealth Monitoring"), and together with UCIT Online, each a "Grantor", and collectively, the "Grantors"), in favor of PACIFIC WESTERN BANK, in its capacity as collateral agent for the Secured Parties (as defined in the Loan Agreement referred to below) (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Loan, Security, and Guaranty Agreement, dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Stealth Holding LLC, a Delaware limited liability company ("Stealth Holding"), UCIT Online, UCIT Security Inc., a Delaware corporation ("UCIT Security"), Stealth Monitoring, Stealth USA, Inc., a Delaware corporation ("Stealth"), and, together with Stealth Holding, UCIT Online, UCIT Security and Stealth Monitoring, each, a "Borrower" and collectively, the "Borrowers"), Stealth Topco Inc., a Delaware corporation ("Parent"), the financial institutions that are now or which hereafter become a party thereto as lenders (collectively, the "Lenders" and each individually a "Lender"), and Agent, the Lenders have agreed to make Advances for the benefit of Borrowers from time to time; and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1.1 of the Loan Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.** To secure the payment and performance in full of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's rights, title and interests in, to and under the following, whether now owned or presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

- (a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on Schedule I attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) subject to the Loan Agreement, all products and proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit; and

(b) all patents, registrations, invention disclosures and applications therefor, including divisions, continuations, continuations-in-part, reissues, reexaminations, renewal applications, and including renewals, extensions and reissues of the foregoing (collectively, “Patents”) and Patent intellectual property licenses to which it is a party, (i) including those registrations, applications and licenses referred to on Schedule II attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all goodwill of the business connected with the use of Patents and Patent intellectual property licenses, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) subject to the Loan Agreement, all products and proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Notwithstanding the foregoing, the security interest granted herein does not include any “intent to use” trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1060(a) (or any successor provision); provided that, upon such acceptance, such intent-to-use trademark application shall automatically and without further action by any Person be considered Intellectual Property Collateral.

3. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement and any other Loan Document. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. Each Grantor hereby represents and warrants that the trademarks and trademark applications listed on Schedule I attached hereto and the Patents and Patent intellectual property licenses listed on Schedule II attached hereto constitute all U.S. federally registered trademarks, trademark applications, Patents and Patent intellectual property licenses registered to such Grantor as of the date of this Agreement.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Facsimile or portable document format (.pdf) signatures or any other electronic transmission of a signature hereto shall be effective as originals.

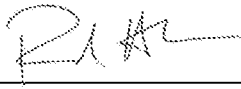
6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 11.3 AND 15.1 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

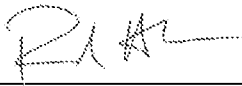
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

UCIT ONLINE SECURITY INC., a corporation
amalgamated pursuant to the Business Corporations Act
(British Columbia)

By: 
Name: Robert Henderson
Title: Chief Financial Officer

STEALTH MONITORING INC., a Texas corporation

By: 
Name: Robert Henderson
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

PACIFIC WESTERN BANK,
as Agent

By: Will Schmidt
Name: Will Schmidt
Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006717 FRAME: 0939

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademark / Design	Jurisdiction	Status	Reg. Number	Reg. Date	Owner
UCIT Security	US	Live	5032829	August 30, 2016	UCIT Online Corporation
Stealth Monitoring	US	Live	5804484	July 16, 2019	Stealth Monitoring Inc.
Stealth Monitoring	US	Live	5804485	July 16, 2019	Stealth Monitoring Inc.

TRADEMARK APPLICATIONS

None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

ISSUED PATENTS

None.

PATENT APPLICATIONS

Title	Jurisdiction	App. Number	Filing Date	Owner
PREMISES SECURITY SYSTEM WITH DYNAMIC RISK EVALUATION	US	16/510,666	July 12, 2019	Stealth Monitoring Inc.

PATENT INTELLECTUAL PROPERTY LICENSES

None.