

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550907

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ShockWatch, Inc.		11/25/2019	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Collateral Agent		
<b>Street Address:</b>	111 West Monroe		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3301540	COLDMARK	
Registration Number:	4110288	G-VIEW	
Registration Number:	1796896	HEAT WATCH	
Registration Number:	4771281	SHOCKLOG	
Registration Number:	5014628	SHOCKTRAK	
Registration Number:	4059014	SHOCKWATCH	
Registration Number:	5489465		
Registration Number:	5489466		
Registration Number:	5489467		
Registration Number:	5489468		
Registration Number:	5489469		
Registration Number:	5489464		
Registration Number:	5473846	SPOTBOT	
Registration Number:	5418126	SPOTSEE	
Registration Number:	3682639	TILTWATCH	
Registration Number:	3301541	WARM MARK	
Registration Number:	3793949	TREKVIEW	
Registration Number:	5859011		
Registration Number:	5859012		

CH \$490.00 3301540

**CORRESPONDENCE DATA****Fax Number:** 2123548113*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:** 6463667120**Email:** iprecordations@whitecase.com**Correspondent Name:** Daniel Gold**Address Line 1:** 1221 Avenue of the Americas**Address Line 4:** New York, NEW YORK 10020**ATTORNEY DOCKET NUMBER:** 1785638-0030-N997**NAME OF SUBMITTER:** Daniel Gold**SIGNATURE:** /Daniel Gold/**DATE SIGNED:** 11/25/2019**Total Attachments: 8**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of November 25, 2019 by **SHOCKWATCH, INC.** (the “**Grantor**”) in favor of **BMO HARRIS BANK N.A.**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

**RECITALS:**

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of November 25, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(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, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated 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) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(b) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trade Secrets**”).

(c) All licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of: (A) any right to use any Trademark or Trade Secret, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of

any of the foregoing, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iii) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, and (iv) any and all proceeds of the foregoing.

**Section 2. Recordation.** The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.


**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement, as applicable, shall govern.

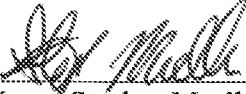
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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**SHOCKWATCH, INC.,**  
as a Grantor

By:   
Name: Michael P. Santoni  
Title: Vice President Finance, Secretary and Treasurer

**BMO HARRIS BANK N.A., as Collateral Agent**

By:  \_\_\_\_\_  
Name: Stephen Mueller  
Title: Vice President

[Signature Page to Intellectual Property Security Agreement (Trademarks)]

**TRADEMARK**  
**REEL: 006804 FRAME: 0052**

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Trademarks**

Trademark Registrations and Applications for Registration

<b>Owner</b>	<b>Trademark</b>	<b>Country</b>	<b>Number</b>
Shockwatch, Inc.	ShockWatch	Argentina	3834025
Shockwatch, Inc.	TiltWatch	Argentina	3636587
Shockwatch, Inc.	ShockWatch	Australia	1445009
Shockwatch, Inc.	TiltWatch	Brazil	828478813
Shockwatch, Inc.	ShockWatch	Brazil	828478805
Shockwatch, Inc.	MAG 2000	China	1530144
Shockwatch, Inc.	ShockWatch	China	9,815,493
Shockwatch, Inc.	ShockWatch (Chinese Characters)	China	3,857,806
Shockwatch, Inc.	ShockWatch (stylized)	China	1,513,984
Shockwatch, Inc.	ShockWatch Trade Dress - Green	China	22,771,886
Shockwatch, Inc.	ShockWatch Trade Dress - Orange	China	22,771,887
Shockwatch, Inc.	ShockWatch Trade Dress - Purple	China	22,771,891
Shockwatch, Inc.	ShockWatch Trade Dress - Red	China	22,771,888
Shockwatch, Inc.	ShockWatch Trade Dress - Yellow	China	22,771,889
Shockwatch, Inc.	TiltWatch	China	1,513,985
Shockwatch, Inc.	TiltWatch (Chinese Characters)	China	3,857,807
Shockwatch, Inc.	ShockWatch	France	113859900
Shockwatch, Inc.	ShockWatch	Great Britain / Northern Ireland	2594509
Shockwatch, Inc.	ShockWatch	Great Britain / Northern Ireland	1111487
Shockwatch, Inc.	TiltWatch	Hong Kong	300045440
Shockwatch, Inc.	ShockWatch	Hong Kong	301992088
Shockwatch, Inc.	ShockWatch	India	1463807
Shockwatch, Inc.	TiltWatch	India	1463806
Shockwatch, Inc.	TiltWatch	India	1526574
Shockwatch, Inc.	ShockWatch	Indonesia	IDM000152106

Shockwatch, Inc.	TiltWatch	Indonesia	IDM000156707
Shockwatch, Inc.	ShockWatch	Italy	1501216
Shockwatch, Inc.	ShockWatch	Japan	5451190
Shockwatch, Inc.	SpotBot	Brazil	914175068
Shockwatch, Inc.	SpotSee	Brazil	914174908
Shockwatch, Inc.	SpotSee	Brazil	914175009
Shockwatch, Inc.	SpotBot	Canada	1883109
Shockwatch, Inc.	SpotSee	Canada	1883110
Shockwatch, Inc.	SpotSee	China	1,402,465
Shockwatch, Inc.	SpotBot	China	1,402,469
Shockwatch, Inc.	SpotBot	Hong Kong	304429279
Shockwatch, Inc.	SpotSee	Hong Kong	304429260
Shockwatch, Inc.	SpotBot	Japan	1,402,469
Shockwatch, Inc.	SpotSee	Japan	1,402,465
Shockwatch, Inc.	SpotBot	Korea	1,402,469
Shockwatch, Inc.	SpotSee	Korea	1,402,465
Shockwatch, Inc.	SpotBot	European Union	1,402,469
Shockwatch, Inc.	SpotSee	European Union	1,402,465
Shockwatch, Inc.	SpotBot	India	3840574
Shockwatch, Inc.	SpotSee	India	3839537
Shockwatch, Inc.	SpotBot	Mexico	1984593
Shockwatch, Inc.	SpotSee	Mexico	1984590
Shockwatch, Inc.	SpotSee	Mexico	1984591
Shockwatch, Inc.	SpotBot	Singapore	40201809350P
Shockwatch, Inc.	SpotSee	Singapore	40201809349Y
Shockwatch, Inc.	SpotBot	Taiwan	01935358
Shockwatch, Inc.	SpotSee	Taiwan	01937700
Shockwatch, Inc.	ShockWatch	Malaysia	6010896
Shockwatch, Inc.	TiltWatch	Malaysia	6010895
Shockwatch, Inc.	TiltWatch	Philippines	4-2006-008440
Shockwatch, Inc.	ShockWatch	Philippines	4-2006-008439
Shockwatch, Inc.	ShockWatch	Russia	332069
Shockwatch, Inc.	TiltWatch	Russia	328846
Shockwatch, Inc.	ShockWatch	Singapore	T06/12491A
Shockwatch, Inc.	TiltWatch	Singapore	T06/17045Z
Shockwatch, Inc.	TiltWatch	South Korea	40-0716827-0000
Shockwatch, Inc.	ShockWatch	Taiwan	1515150
Shockwatch, Inc.	ShockWatch (Chinese Characters)	Taiwan	1125188
Shockwatch, Inc.	ShockWatch Trade Dress - Green	Taiwan	106004031



Shockwatch, Inc.	ShockWatch Trade Dress - Orange	Taiwan	106004027
Shockwatch, Inc.	ShockWatch Trade Dress - Purple	Taiwan	106004021
Shockwatch, Inc.	ShockWatch Trade Dress - Red	Taiwan	106004026
Shockwatch, Inc.	ShockWatch Trade Dress - Yellow	Taiwan	106004023
Shockwatch, Inc.	TiltWatch (and Design)	Taiwan	1110738
Shockwatch, Inc.	TiltWatch (Chinese Characters)	Taiwan	1125187
Shockwatch, Inc.	TiltWatch Trade Dress	Taiwan	106004020
Shockwatch, Inc.	ShockWatch	Thailand	KOR279647
Shockwatch, Inc.	TiltWatch	Thailand	KOR279648
Shockwatch, Inc.	ColdMark	USA	3,301,540
Shockwatch, Inc.	G-View	USA	4,110,288
Shockwatch, Inc.	HeatWatch	USA	1,796,896
Shockwatch, Inc.	ShockLog	USA	4,771,281
Shockwatch, Inc.	ShockTrak	USA	5,014,628
Shockwatch, Inc.	ShockWatch	USA	4059014
Shockwatch, Inc.	ShockWatch Trade Dress - Green	USA	5489465
Shockwatch, Inc.	ShockWatch Trade Dress - Orange	USA	5489466
Shockwatch, Inc.	ShockWatch Trade Dress - Purple	USA	5489467
Shockwatch, Inc.	ShockWatch Trade Dress - Red	USA	5489468
Shockwatch, Inc.	ShockWatch Trade Dress - Yellow	USA	5489469
Shockwatch, Inc.	ShockWatch Trade Dress B&W	USA	5489464
Shockwatch, Inc.	SpotBot	USA	5473846
Shockwatch, Inc.	SpotSee	USA	5418126
Shockwatch, Inc.	TiltWatch	USA	3682639
Shockwatch, Inc.	Warm Mark	USA	3,301,541
Shockwatch, Inc.	Trekview	USA	3,793,949
Shockwatch, Inc.	Design - B&W	USA	5,859,011

Shockwatch, Inc.	Design – Yellow	USA	5,859,012
Shockwatch, Inc.	ShockWatch	Vietnam	118928
Shockwatch, Inc.	TiltWatch	Vietnam	101187
Shockwatch, Inc.	ShockWatch Trade Dress B&W	European Union	1366030
Shockwatch, Inc.	ShockWatch Trade Dress - Green	European Union	1366311
Shockwatch, Inc.	ShockWatch Trade Dress - Orange	European Union	1364708
Shockwatch, Inc.	ShockWatch Trade Dress - Purple	European Union	1361743
Shockwatch, Inc.	ShockWatch Trade Dress - Red	European Union	1362461
Shockwatch, Inc.	ShockWatch Trade Dress - Yellow	European Union	1362343
Shockwatch, Inc.	TiltWatch Trade Dress B&W	European Union	1366313
Shockwatch, Inc.	TiltWatch Trade Dress Yellow	European Union	1364004