

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553683

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| INTELITY, INC. | | 12/16/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | COMERICA BANK | | |
| Street Address: | 39200 SIX MILE ROAD | | |
| Internal Address: | MC 7578 | | |
| City: | LIVONIA | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | TEXAS BANKING ASSOCIATION: TEXAS | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5116913 | GEMS | |
| Registration Number: | 4986570 | KEYPR | |
| Registration Number: | 4986569 | KEYPR | |
| Registration Number: | 5792643 | INTELITY | |
| Registration Number: | 5879894 | INTELITY | |
| Serial Number: | 88340735 | GUEST360 | |
| Serial Number: | 88626062 | PRONTO! | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8585506420 | | |
| <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: | 858-550-6433 | | |
| Email: | jmfitzpatrick@cooley.com | | |
| Correspondent Name: | JENNIFER FITZPATRICK | | |
| Address Line 1: | C/O COOLEY LLP | | |
| Address Line 2: | 4401 EASTGATE MALL | | |
| Address Line 4: | SAN DIEGO, CALIFORNIA 92121 | | |
| ATTORNEY DOCKET NUMBER: | 036703-2027 | | |
| NAME OF SUBMITTER: | JENNIFER FITZPATRICK | | |

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| SIGNATURE: | /JENNIFER FITZPATRICK/ |
| DATE SIGNED: | 12/17/2019 |
| Total Attachments: 5 source=(Intelity, Inc.) IPSA DocuSign [Dec 2019]#page1.tif source=(Intelity, Inc.) IPSA DocuSign [Dec 2019]#page2.tif source=(Intelity, Inc.) IPSA DocuSign [Dec 2019]#page3.tif source=(Intelity, Inc.) IPSA DocuSign [Dec 2019]#page4.tif source=(Intelity, Inc.) IPSA DocuSign [Dec 2019]#page5.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of December 16, 2019 by and between **COMERICA BANK**, a Texas Banking Association (“**Bank**”) and **INTELITY, INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto but excluding intent-to-use trademarks), 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, and, as applicable, all re-issues, divisionals, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Bank, of any or all other rights, powers or remedies. In the event of any conflict between this Agreement and any other Loan Document, the terms of such other Loan Documents shall control.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that are included in the Intellectual Property Collateral in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date hereof.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------|--------------------------------|--------------------------|
| None. | | |

EXHIBIT B

Patents

| Description | Patent / Application Number | Issue / Application Date |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------|
| “Systems and Methods for Entry Control” filed February 5, 2016, EFS ID Number 24835605; Application Number 15016636; PCT International Application number PCT/US16/16760 – EFS ID 24837906. | US 9,619,954 | April 11, 2017 |
| International filings: <ul style="list-style-type: none">• European Patent App: 16889611.6, Regional Phase of International Patent Application No PCT/US2016/016760• Canada: No. 2976023• Australia – 2016391069 | | |
| “Entry Control Device” filed April 10, 2017, Application Number 15/483,932; | US 10,062,232 | August 28, 2018 |
| “Guest Management System” Provisional filed June 22, 2017 EFS ID Number 29584049; Application Number 62523657. | Appl. No. 62523657 | June 22, 2017 |
| “Guest Management System” filed June 22, 2018 EFS ID Number 32980406; Application Number 16015948. Notice of Allowance issued 8/26/2019 | Appl. No. 16015948 | June 22, 2017 |
| “Guest Management System” EFS ID Number 37932016; Application Number 16703595. | Appl. No. 16703595 | December 4, 2019 |

EXHIBIT C

Trademarks

| Description | Registration/ Serial Number | Registration/ Application Date |
|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------------|
| GEMS (International Classes 009 and 042) | 5,116,913 | January 10, 2017 |
| KEYPR (International Class 009) | 4,986,570 | June 28, 2016 |
| KEYPR (International Classes 009 and 035) | 4,986,569 | June 28, 2016 |
| INTELITY (International Class 042) | 5,792,643 | July 2, 2019 |
| INTELITY (International Class 009) | 5,879,894 | October 8, 2019 |
| INTELITY – international Madrid Protocol for Classes 009 and 042 designating Australia, Canada, EU, Singapore and United Kingdom | USPTO Ref# A0089757 | September 19, 2019 |
| Guest360 (International Classes 009 and 042) | Serial Number 88340735 | March 19, 2019 |
| Pronto! (International Classes 009 and 042) | Serial Number 88626062 | September 22, 2019 |