

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555568

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900525705

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ESO Solutions, Inc.		12/03/2019	Corporation: TEXAS
Digital Innovation, Inc.		12/03/2019	Corporation: MARYLAND
ECore Software, Inc.		12/03/2019	Corporation: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	500 First Avenue
<b>Internal Address:</b>	Commercial Loan Service Center/DCC
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
<b>Registration Number:</b>	3393809	ESO SOLUTIONS
<b>Registration Number:</b>	5599825	ESO
<b>Registration Number:</b>	2904634	FIREHOUSE SOFTWARE
<b>Registration Number:</b>	3938044	FH
<b>Registration Number:</b>	4572359	SAFETYPAD
<b>Registration Number:</b>	3393808	ESO SOLUTIONS
<b>Registration Number:</b>	3063382	EPRO BIOLOCK
<b>Registration Number:</b>	5748358	
<b>Registration Number:</b>	5748359	STATION CHECK
<b>Registration Number:</b>	1809951	NATIONAL TRACS

## CORRESPONDENCE DATA

Fax Number: 2158325619

*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: 2155695619

**Email:** pecsenye@blankrome.com  
**Correspondent Name:** Timothy D. Pecsénye  
**Address Line 1:** One Logan Square  
**Address Line 2:** 8th Floor  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

**ATTORNEY DOCKET NUMBER:** 074658-18024

**NAME OF SUBMITTER:** Timothy D. Pecsénye

**SIGNATURE:** /Timothy D. Pecsénye/

**DATE SIGNED:** 01/02/2020

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551881

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ESO Solutions, Inc.		12/03/2019	Corporation: TEXAS
Digital Innovation, Inc.		12/03/2019	Corporation: MARYLAND
ECore Software, Inc.		12/03/2019	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3393809	ESO SOLUTIONS	
<b>Registration Number:</b>	5599825	ESO	
<b>Registration Number:</b>	2904634	FIREHOUSE SOFTWARE	
<b>Registration Number:</b>	3938044	FH	
<b>Registration Number:</b>	4572359	SAFETYPAD	
<b>Registration Number:</b>	3393808	ESO SOLUTIONS	
<b>Registration Number:</b>	3063382	EPRO BIOLOCK	
<b>Registration Number:</b>	5748358		
<b>Registration Number:</b>	5748359	STATION CHECK	

OP \$265.00 3393809

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 3<sup>rd</sup> day of December, 2019, by ESO SOLUTIONS, INC., a corporation formed under the laws of the State of Texas ("ESO"), ECORE SOFTWARE, INC., a corporation formed under the laws of the State of Texas ("Ecore"), DIGITAL INNOVATION, INC., a corporation formed under the laws of the State of Maryland ("Digital" and, together with ESO and Ecore, collectively the "Grantors" and each individually a "Grantor"), in favor of Agent (as defined below).

WITNESSETH:

WHEREAS, on April 18, 2018, among others, ESO, Lenders and PNC Bank, National Association ("PNC"), as agent for the Lenders (in such capacity, "Agent"), entered into, *inter alia*, a certain Revolving Credit, Term Loan and Security Agreement and Guaranty (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") to reflect certain financing arrangements among the parties thereto. The Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof,

WHEREAS, pursuant to the Credit Agreement, each Grantor has granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, security interests in and to and Liens on substantially all Grantors' assets, including without limitation all of Grantors' trademarks and filed trademark applications, all whether now owned or hereafter created, arising and/or acquired.

WHEREAS, ESO and Emergency Technologies, Inc., a North Carolina corporation, executed and delivered that certain Trademark and Security Agreement, dated as of April 18, 2018 (as amended restated, supplemented or otherwise modified prior to the date hereof, the "Existing Trademark IP"), in favor of PNC;

WHEREAS, the Credit Agreement is being amended as of the date hereof pursuant to that certain First Amendment to Credit Agreement, dated as of November 27, 2019, by and among the ESO, certain subsidiaries of ESO, Lenders and Agent (the "First Amendment"); and

WHEREAS, it is a condition to the effectiveness of the First Amendment that the Existing Trademark IP be amended and restated on the terms set forth herein in order to, among other things, (i) grant to Agent a security interest in each Grantor's Trademark Collateral (as defined below) and (ii) affirm or re-affirm each Grantor's obligations thereunder, as applicable; and

WHEREAS, each Grantor has agreed to execute and deliver this Trademark Security Agreement and to have a copy of this Trademark Security Agreement filed with the United States Patent and Trademark Office in order to perfect and/or protect all of Agent's Liens in the Trademark Collateral.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and in the Credit Agreement, 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. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Without limiting any other grant of Liens by Grantors in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations, each Grantor hereby grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantors' 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, (other than any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)) (collectively, "Trademarks"), including those referred to on Schedule I hereto;

(b) all extensions or renewals of any of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing Trademark; and

(d) all products and proceeds of the foregoing, including all income and royalties therefrom and any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark.

Notwithstanding anything in this Trademark Security Agreement, the Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by such Grantor, to the Secured Parties whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the other Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new U.S. trademark registrations (to the extent provided in the Credit Agreement) and U.S. trademark registration applications of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

*[Remainder of page intentionally left blank; signature page follows.]*

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

GRANTORS:

ESO SOLUTIONS, INC.,  
a Texas corporation

By: 

Name: Chris Dillie  
Title: Chief Executive Officer and President

ECORE SOFTWARE, INC.,  
a Texas corporation

By: 

Name: Chris Dillie  
Title: Chief Executive Officer and President

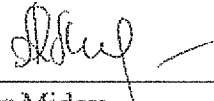
DIGITAL INNOVATION, INC.,  
a Maryland corporation

By: 

Name: Chris Dillie  
Title: Chief Executive Officer and President

ACCEPTED AND AGREED  
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By  \_\_\_\_\_  
Name: Aznaur Midov  
Title: Vice President



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

<u>Owner</u>	<u>App S.N.</u> <u>/ Registration No</u>	<u>Mark</u>
ESO Solutions, Inc.	3393809	ESO Solutions
ESO Solutions, Inc.	5599825	ESO
ESO Solutions, Inc.	2904634	FIREHOUSE Software
ESO Solutions, Inc.	3938044	FH
ESO Solutions, Inc.	4572359	SafetyPad
ESO Solutions, Inc.	3393808	ESO Solutions (design)
eCore Software, Inc.	3063382	ePro BioClock
ESO Solutions, Inc.	5748358	StationCheck (design)
ESO Solutions, Inc.	5748359	StationCheck (design)
Digital Innovation, Inc.	1809951	NATIONAL TRACS