

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRIVO SYSTEMS LLC		05/07/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 SOUTH LASALLE STREET		
Internal Address:	SUITE 400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	BANKING CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4987215	BRIVO MOBILE PASS	
Registration Number:	4674477	BRIVO LABS	
Registration Number:	4687453	OKDOOR	
Registration Number:	4674474	SOCIAL SPACES	
Registration Number:	4767060	SAM API	
Registration Number:	4677916	RÄNDIVOO	
Registration Number:	4547002	BRIVO CLOUDPASS	
Registration Number:	4611164	BRIVO ONAIR	
Registration Number:	3429234		
Registration Number:	3469848	ACS ONSITE	
Registration Number:	3393979	ACS5000	
Registration Number:	2540211	BRIVO	
Registration Number:	2558582	BRIVO	
Registration Number:	2529781	BRIVO	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4048853868
Email: rusty.close@troutman.com
Correspondent Name: CHRISTOPHER CLOSE
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET NE, SUITE 3000
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	249023.000018
NAME OF SUBMITTER:	Christopher C Close, Jr.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	05/08/2020

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of May 7, 2020, by and among CIBC BANK USA ("Lender"), BRIVO SYSTEMS LLC, a Delaware limited liability company ("Borrower"), BRIVO, INC., a Nevada corporation ("Holdings"), PARAKEET TECHNOLOGIES, INC., a Delaware corporation ("Parakeet", together with Borrower and Holdings, referred to individually and collectively as "Grantor").

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Borrower in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement), by and among Grantor and Lender.

B. Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (the "Intellectual Property Collateral") (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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.

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Lender.

3. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender 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. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Addresses of Grantor:

Brivo Systems LLC
7700 Old Georgetown Road, Suite 300
Bethesda, MD 20814
Attn:
Email:

Brivo, Inc.
7700 Old Georgetown Road, Suite 300
Bethesda, MD 20814
Attn:
Email:

Parakeet Technologies, Inc.
7700 Old Georgetown Road, Suite 300
Bethesda, MD 20814
Attn:
Email:

Address of Lender:

CIBC Bank USA
120 South LaSalle Street
Suite 400
Chicago, Illinois 60603
Attn: Jeff Goldrich
Telephone: (312) 564-1472
Email: jeff.goldrich@cibc.com

GRANTOR:

BRIVO SYSTEMS LLC

By: 
Name: Steve Van Till
Title: Chief Executive Officer

BRIVO, INC.

By: 
Name: Steve Van Till
Title: Chief Executive Officer

PARAKEET TECHNOLOGIES, INC.

By: 
Name: Steve Van Till
Title: Chief Executive Officer

LENDER:

CIBC BANK USA

By: _____
Name:
Title:

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Attn:
Email:

Parakeet Technologies, Inc.
7700 Old Georgetown Road, Suite 300
Bethesda, MD 20814
Attn:
Email:

Address of Lender:

CIBC Bank USA
120 South LaSalle Street
Suite 400
Chicago, Illinois 60603
Attn: Jeff Goldrich
Telephone: (312) 564-1472
Email: jeff.goldrich@cibc.com

GRANTOR:

BRIVO SYSTEMS LLC

By: _____
Name:
Title:

BRIVO, INC.

By: _____
Name:
Title:

PARAKEET TECHNOLOGIES, INC.

By: _____
Name:
Title:

LENDER:

CIBC BANK USA

By:  _____
Name: Jeff Goldrich
Title: Associate Managing Director

EXHIBIT A

Copyrights

Entity	Title	Type of Work	Registration No.	Registration Date
Brivo Systems LLC	Brivo Website	Text	TX0008462675	09/01/2017

EXHIBIT B


Patents

Entity	Title	Application No.	Patent No.	Date Filed	Status
Brivo Systems LLC	Analytic Identity Measures for Physical Access Control Methods	15/830,219	10,366,551	07/30/2019	Issued
Brivo Systems LLC	Unattended Package Delivery Cross-Docking Apparatus and Method	09/698,064	6,344,796	02/05/2002	Issued
Brivo Systems LLC	System and Method for Providing Access to an Unattended Storage	09/698,103	6,404,337	06/11/2002	Issued
Brivo Systems LLC	System and Method for Physical Access Control	14/211,494	8,881,252	11/04/2014	Issued
Brivo Systems LLC	System and Method for Physical Access Control	14/519,218	8,990,889	03/24/2015	Issued
Brivo Systems LLC	Geo-Location Estimate (GLE) Sensitive Physical Access Control Apparatus, System, and Method of Operation	14/841,711	9,652,913	05/16/2017	Issued
Brivo Systems LLC	Pattern Analytics and Physical Access Control System Method of Operation	15/582,710	9,747,735	08/29/2017	Issued
Brivo Systems LLC	Storage Device for Unattended, Package Pick Up and Delivery	29/121,601	D445,234	07/17/2001	Issued
Brivo Systems LLC	Storage Device for Unattended, Package Pick Up and Delivery	29/118,453	D446,011	08/07/2001	Issued
Brivo Systems LLC	Control Panel	29/121,596	D460,262	07/16/2002	Issued
Brivo Systems LLC	Control Panel	29/121,595	D460,621	07/23/2002	Issued
Brivo Systems LLC	Forward One-Time-Use Physical Access Verification Apparatus, System, and Method of Operation	15/390,507	NA	12/25/2016	
Brivo Systems LLC	Mobile Door Knocker Apparatus and Method of Operation	16/67,296	NA	10/22/2018	
Brivo Systems LLC	Forward Single Origin Physical Access Verification Apparatus, System, and Method of Operation	16/172,809	NA	10/28/2018	
Brivo Systems LLC	Virtual Door Knocker Apparatus, System, and Method of Operation	15/816,837	10,235,821	11/17/2017	Issued

Entity	Title	Application No.	Patent No.	Date Filed	Status
Brivo Systems LLC	On Premises Peer to Peer Credential Validation System and Method of Operation	15/936,083	NA	03/26/2018	
Parakeet Technologies, Inc.	Technologies and Methods for Security Access	14/310,672	9,659,424	05/23/2017	Issued
Brivo, Inc.	System and Method for Physical Access Control	PCT US2014027846	NA	11/24/2000	
Brivo, Inc.	Systems and Methods for Outbound Shipping of Packages Using Unattended Transfer Devices	PCT US2000029628	NA	10/27/2000	
Brivo, Inc.	System and Method for Providing Access to an Unattended Storage Device	PCT US2000029917	NA	05/25/2001	
Brivo, Inc.	Systems and Devices for Unattended Transfer of Items	PCT US2000029627	NA	10/27/2000	
Brivo, Inc.	Unattended Package Delivery Cross-Docking Apparatus and Method	PCT US2000029941	NA	10/30/2000	
Brivo, Inc.	System and Method for On-Line Customer and Business Transactions Using an Unattended Transfer Device	PCT US2000029902	NA	10/30/2000	
Brivo, Inc.	Method for Making Anonymous Consumer-Direct Purchases	PCT US2000029916	NA	10/30/2000	
Brivo, Inc.	Systems and Methods for Outbound Shipping of Packages Using Unattended Transfer Devices	PCT US2000029628	NA	10/27/2000	

EXHIBIT C

Trademarks

Entity	Mark	Serial No.	Registration No.	Date Filed	Status	
Brivo Systems LLC	BRIVO MOBILE PASS		4,987,215	06/28/2016	Live	
	BRIVO LABS		4,674,477	01/20/2015	Live	
	OKDOOR		4,687,453	02/17/2015	Live	
	SOCIAL SPACES		4,674,474	01/20/2015	Live	
	SAM API		4,767,060	07/07/2015	Live	
	RANDIVOO		4,677,916	01/27/2015	Live	
	BRIVO CLOUDPASS		4,547,002	06/10/2014	Live	
	BRIVO ONAIR		4,611,164	09/23/2014	Live	
				3,429,234	05/20/2008	Live
	ACS ONSITE			3,469,848	07/15/2008	Live
	ACS5000			3,393,979	03/11/2008	Live
	BRIVO			2,540,211	02/19/2002	Live
	BRIVO			2,558,582	04/09/2002	Live
	BRIVO			2,529,781	01/15/2002	Live