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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM630736

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FocusVision Worldwide, Inc.		03/09/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	6060224	SEE FOR YOURSELF
Registration Number:	5390060	FV VIDEO INSIGHTS
Registration Number:	5390056	FV CLASSIC LIVE
Registration Number:	5359351	FV360
Registration Number:	4583734	VIEWPROTECT
Registration Number:	5186792	DEVICEVU
Registration Number:	5181915	HOMEVU
Serial Number:	88430433	FOCUSVISION DECIPHER
Serial Number:	88430435	FOCUSVISION REVELATION
Serial Number:	88428309	FOCUSVISION LIVE VIDEO
Serial Number:	88428314	FOCUSVISION VIDEO INSIGHTS
Serial Number:	88428341	FOCUSVISION RESEARCHREPORTER
Serial Number:	88370328	FOCUSVISION DECIPHER NOW
Serial Number:	88370334	FOCUSVISION INTERVU NOW
Serial Number:	87722568	FV FOCUSVISION
Serial Number:	86967294	FOCUSVISION
Serial Number:	86766348	RESEARCHREPORTER

CORRESPONDENCE DATA

TRADEMARK REEL: 007215 FRAME: 0456

900601206

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	03/09/2021

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of March 9, 2021 (this "<u>IP Security Agreement Supplement</u>"), by FocusVision Worldwide, Inc., a Delaware corporation (the "<u>Grantor</u>"), in favor of Antares Capital LP ("<u>Antares</u>"), as collateral agent (in such capacity, the "<u>Collateral Agent</u>") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of December 11, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in Credit Agreement dated as of December 11, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), by and among Compass Holdco Limited, a company incorporated in England and Wales ("Holdings"), FVW Consolidated Holding Corporation, a Delaware corporation (the "TopCo Borrower"), FocusVision Worldwide, Inc., a Delaware corporation (the "OpCo Borrower" and, together with the TopCo Borrower, the "Borrowers"), the Lenders from time to time party thereto, Antares Capital LP, in its capacities as administrative agent and collateral agent for the Lenders (the "Administrative Agent") and Antares Holdings LP, as Swingline Lender. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the Grantor and the Collateral Agent have entered into that certain Intellectual Property Security Agreement, dated as of December 11, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "IP Security Agreement"). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest*. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "Additional IP Collateral"):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on <u>Schedule I</u> hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule III; and
 - D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

FOCUSVISION WORLDWIDE, INC.

By:

Chris Nagy Argy Name: Christopher Nagy

Title: President and Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement Supplement]

SCHEDULE I

TRADEMARKS

	REGISTRATION	
REGISTERED OWNER	NUMBER	TRADEMARK
FocusVision Worldwide, Inc.	6060224	SEE FOR YOURSELF
FocusVision Worldwide, Inc.	5390060	FV VIDEO INSIGHTS
FocusVision Worldwide, Inc.	5390056	FV CLASSIC LIVE
FocusVision Worldwide, Inc.	5359351	FV360
FocusVision Worldwide, Inc.	4583734	VIEW PROTECT
FocusVision Worldwide, Inc.	5186792	DEVICEVU
FocusVision Worldwide, Inc.	5181915	HOMEVU

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
FocusVision Worldwide, Inc.	88430433	FOCUSVISION DECIPHER
FocusVision Worldwide, Inc.	88430435	FOCUSVISION
		REVELATION
FocusVision Worldwide, Inc.	88428309	FOCUSVISION LIVE
		VIDEO
FocusVision Worldwide, Inc.	88428314	FOCUSVISION VIDEO
		INSIGHTS
FocusVision Worldwide, Inc.	88428341	FOCUSVISION
		RESEARCHREPORTER
FocusVision Worldwide, Inc.	88370328	FOCUSVISION DECIPHER
		NOW
FocusVision Worldwide, Inc.	88370334	FOCUSVISION INTERVU
		NOW
FocusVision Worldwide, Inc.	87722568	FV FOCUSVISION
FocusVision Worldwide, Inc.	86967294	FOCUSVISION
FocusVision Worldwide, Inc.	86766348	RESEARCHREPORTER

Schedule I

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

APPLICANT	APPLICATION NUMBER	DESCRIPTION
FocusVision Worldwide, Inc.	16568448	Video highlight recognition and
,		extraction tool

Schedule II

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

Schedule II

264694804v.3

RECORDED: 03/09/2021