

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonavation, Inc.		09/17/2010	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cross Match Technologies, Inc.		
Street Address:	3950 RCA BOULEVARD		
Internal Address:	SUITE 5001		
City:	PALM BEACH GARDENS		
State/Country:	FLORIDA		
Postal Code:	33410		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4139337		
Registration Number:	4978788	IDKEY	
Registration Number:	4978789	IDKEY	
Registration Number:	4139334	SONAVATION	
Registration Number:	5101576	SONICTOUCH	
Registration Number:	5101577	SONICTOUCH	
CORRESPONDENCE DATA			
Fax Number:	3038997333		
<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:	3038997300		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Christian Kerr of Hogan Lovells US LLP		
Address Line 1:	1601 Wewatta St, Suite 900		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Christian Kerr of Hogan Lovells US LLP		
SIGNATURE:	/christian kerr/		
DATE SIGNED:	04/26/2021		

CH \$165.00 4139337

Total Attachments: 11

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made and entered into on September 17, 2010 by and between Sonavation, Inc., a Delaware corporation (the "Company"), and Cross Match Technologies, Inc., a Delaware corporation (the "Noteholder").

RECITALS

WHEREAS, contemporaneously with the execution and delivery of this Agreement, the Noteholder is purchasing a secured convertible promissory note from the Company in the principal amount of Two Million Dollars (\$2,000,000) (the "Note"); and

WHEREAS, as a condition to the purchase of the Note and as security for the performance by the Company of its obligations under the Note, including the payment of the interest and principal of the Note, the Company has agreed to grant a security interest in the Collateral (hereinafter defined) in favor of the Noteholder as provided herein and subject to that certain Intercreditor Agreement by and among the Noteholder, the holders of the Existing Notes (as such term is defined in the Intercreditor Agreement) and the agent for the holders of the Existing Notes (the "Intercreditor Agreement").

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Grant of Security Interests. In order to secure the payment and the performance of all the Obligations (as defined below) of the Company, subject to Section 11 of this Agreement, the Company hereby grants and conveys to the Noteholder a continuing first lien security interest in the following:

All of the tangible assets of the Company and its operating subsidiaries, if any, of every kind and nature including, without limitation, all accounts, equipment, accessions, fixtures, inventory, goods, investment property, chattel paper, instruments, documents, rights to proceeds under letters of credit, letter-of-credit rights, supporting obligations, commercial tort claims, deposit accounts (including money, cash and cash equivalents), and all of the intangible assets of the Company and its operating subsidiaries, if any, including, without limitation, general intangibles, payment intangibles and software of the Company and any of its operating subsidiaries and all "Intellectual Property" (as defined below) used in connection with the operation of the Company's business and any of its operating subsidiaries' businesses, wherever located, now owned or hereafter acquired (hereinafter collectively called the "Collateral").

For the purposes of this Agreement, the term "Obligations" means: (i) all amounts (whether principal, interest or otherwise) at any time due and owing by the Company to the Noteholder under the Note; (ii) all other debts, liabilities, duties and/or obligations of the Company to the Noteholder arising prior to, on or after the date of this Agreement, that arise under or in

connection with the Note; (iii) all costs and expenses incurred by the Noteholder in the collection of any of the indebtedness described in this definition or in connection with the enforcement of any of the duties and obligations of the Company to the Noteholder under the Note and this Agreement, including all court costs and expenses and all reasonable attorneys' fees and expenses; and (iv) all future advances made by the Noteholder for the maintenance, protection, preservation or enforcement of, or realization upon, the Collateral or any portion of the Collateral. For purposes of this Agreement, the term "Intellectual Property" means (A) inventions, ideas or conceptions of potentially patentable subject matter, whether or not patentable, whether or not reduced to practice, whether or not yet made the subject of a pending patent application or applications, (B) patents and patent applications (including any continuations, continuations-in-part, divisionals, reissues, renewals and applications for any of the foregoing) ((A) and (B) collectively, "Patents"), (C) trademarks, service marks, trade dress, designs, logos, trade names, corporate names and general intangibles of like nature, whether or not registered, including all common law rights and registrations and applications for registration thereof, together with all goodwill relating to the foregoing (collectively, "Trademarks"), (D) copyrights, whether or not registered, and registrations and applications for registration thereof, and all rights therein provided by multinational treaties or conventions (collectively, "Copyrights"), (E) trade secrets and confidential, technical or business information (including, without limitation, ideas, formulas and compositions), (F) technology (including, without limitation, know-how and show-how), production processes and techniques, research and development information, drawings, specifications, designs, sketches, design archives, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, whether or not confidential, whether current or historical, (G) all rights to obtain and apply for Patents, and to register Trademarks and Copyrights, (H) all rights to sue, recover and retain damages (and costs and attorneys' fees) for present and past infringement of any of the Intellectual Property rights hereinabove set out, and (K) all common law rights with respect to the Intellectual Property hereinabove set out.

Section 2. Filing; Further Assurances. The Company will, at its own expense, execute, deliver, file and record (in such manner and form as the Noteholder may require), and hereby expressly permits and authorizes the Noteholder to file and record, any financing statements, amendments, continuations and any photographic or other reproduction of any financing statement, amendment or continuation or this Agreement (which shall be sufficient as a financing statement hereunder), any specific assignments or other paper that may be necessary or desirable, or that the Noteholder may reasonably request, in order to create, preserve, perfect or validate any security interests granted pursuant to Section 1 of this Agreement (the "Security Interests") or to enable the Noteholder to exercise and enforce the Noteholder's rights hereunder with respect to any of the Collateral. The Company shall pay all filing costs associated with perfection of interests created under and filings as a result of the issuance of the Note and this Agreement.

Section 3. Representations and Warranties of the Company. The Company hereby represents and warrants to the Noteholder that:

(a) the Company is the owner of the Collateral free from any lien, security interest or encumbrance, other than the security interests of the holders of the Existing Notes which are subject to the Intercreditor Agreement;

(b) no financing statement covering the Collateral is on file in any public office, other than the financing statements filed pursuant to this Agreement and the financing statements filed to secure the interest of the holders of the Existing Notes which is subject to the Intercreditor Agreement;

(c) this Agreement, coupled with the filing of appropriate UCC financing statements and the execution and delivery of the Intercreditor Agreement creates in favor of the Noteholder a valid and perfected first priority security interest in all of the Collateral;

(d) the Company is not subject to any voluntary or involuntary petition under the federal bankruptcy laws or any state insolvency law or the appointment of a receiver, fiscal agent or similar officer by a court for its business or property;

(e) there is no action, suit, investigation or proceeding (or any basis therefor) pending against, or to the knowledge of the Company, threatened against or affecting, any of the Collateral, before any court or arbitrator or any governmental body, agency or official; and

(f) to the knowledge of the Company, there is no material fact directly relating to the business, operations, condition or prospects of the Company (including any competitive developments but other than facts which relate to general economic or industry trends or conditions) that materially adversely affects the same that has not been disclosed to Noteholder.

Section 4. Covenants of the Company. The Company hereby covenants and agrees with Noteholder that the Company:

(a) will defend the Collateral against all claims and demands of all persons at any time claiming any interest therein;

(b) will promptly pay any and all taxes, assessments, maintenance fees and governmental charges upon the Collateral prior to the date penalties are attached thereto, except to the extent that such taxes, assessments, maintenance fees and charges shall be contested in good faith by the Company;

(c) will immediately notify the Noteholder of any event causing a material loss or diminution in the value of all or any material part of the Collateral and the amount or an estimate of the amount of such loss or diminution;

(d) will keep the Collateral free from any additional lien, security interest or encumbrance and in good order and repair, reasonable wear and tear excepted, and will not waste or destroy the Collateral or any part thereof;

(e) will not use the Collateral in violation of any law, statute or ordinance;

(f) will cooperate, cause or assist the Noteholder to preserve and perfect the Noteholder's security interest in any of the Collateral, including but not limited to the Noteholder's execution, filing or recordation of any documents with the United States Patent and Trademark Office that the Noteholder deems necessary in order to perfect the Noteholder's security interest in the Intellectual Property of the Company and the Company's execution, filing or recordation of any UCC-3's or such other instruments and documents promptly terminating any subsequent liens on the Collateral in order to preserve and protect the priority of the Noteholder's security interest in the Collateral prior to the rights of all third persons and entities consistent with this Agreement and the Intercreditor Agreement; and

(g) grants to the Noteholder a power of attorney for the sole and limited purpose of executing any documents on behalf of the Company which the Noteholder deems reasonably necessary to perfect its security interest in the Collateral (such power, coupled with an interest, is irrevocable until such time as the Obligations hereby secured are satisfied in full).

Section 5. Records Relating to Collateral. The Company will keep its records concerning the Collateral at the Company's office located at 357 Hiatt Drive, Suite 101, Palm Beach Gardens, Florida 33418, or at such other place or places of business as the Noteholder may approve in writing, which approval shall not be unreasonably withheld. The Company will hold and preserve such records and will permit the Noteholder at any time during normal business hours to examine and inspect the Collateral (other than the Sonavation Escrowed IP (as defined in the Option and Development Agreement dated as of the date hereof between the Company and the Noteholder)) and to make abstracts from such records and will furnish to the Noteholder such information and reports regarding the Collateral (other than in connection with the Sonavation Escrowed IP) as the Noteholder may from time to time reasonably request.

Section 6. General Authority. The Company hereby conditionally appoints the Noteholder as the Company's lawful attorney, with full power of substitution, in the name of the Company, for the sole use and benefit of the Noteholder, at the Company's expense, to exercise all of the following powers with respect to the Collateral upon an Event of Default hereunder:

(a) to demand, sue for, collect, receive and give acquittance for all monies due or to become due;

(b) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

(c) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if the Noteholder were the absolute owner thereof;

(d) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto; and

(e) to discharge any taxes, liens, security interests or other encumbrances at any time placed thereon.

Section 7. Events of Default. The Company shall be in default under this Agreement upon the occurrence of any one of the following events (herein referred to as an “Event of Default”):

(a) default by the Company in the due observance or performance of any covenant or agreement contained herein or breach by the Company of any representation or warranty herein contained; or

(b) the occurrence of any default by the Company under any provision of (i) the Note or any other document now or hereafter evidencing any of the Obligations or securing any of the Obligations or (ii) any of the Existing Notes or any document or instrument now or hereafter evidencing any obligations under any of the Existing Notes or securing any of the obligations under any of the Existing Notes. Provided that the Company is not in default under the terms of this Agreement, the Company shall have the full right to own, utilize and possess the Collateral free from any interference or exercise of authority over such Collateral by the Noteholder.

Section 8. Remedies Upon Event of Default. If any Event of Default shall have occurred, the Noteholder may exercise all the rights and remedies of a secured party under the Uniform Commercial Code. The Noteholder may require the Company to assemble all or any part of the Collateral and make it available to the Noteholder at a place to be designated by the Noteholder which is reasonably convenient. The Noteholder shall give the Company thirty (30) days written notice of its intention to make any public or private sale of Collateral, which notice, in case of a public sale, shall state the time and place fixed for such sale. At any such sale, the Collateral may be sold in one lot as an entirety or in separate parcels, as the Noteholder may determine. The Noteholder shall not be obligated to make any such sale pursuant to any such notice. The Noteholder may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be adjourned. The Noteholder, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

Section 9. Application of Collateral and Proceeds. The proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied in the following order of priorities: (a) first, to pay the expenses of such sale or other realization and all expenses, liabilities and advances incurred or made by the Noteholder in connection therewith, and any other un-reimbursed expenses for which the Noteholder is to be reimbursed pursuant to this Agreement; (b) second, to the Noteholder in respect of the Obligations; and (c) finally, to pay to the Company, or its successors or assigns, or as a court of competent jurisdiction may direct, any surplus then remaining from such proceeds.

Section 10. Expenses; Noteholder’s Lien. The Company will forthwith upon demand pay to the Noteholder:

With a copy to: Edwards Angell Palmer & Dodge, LLP
525 Okeechobee Blvd, Suite 1600
West Palm Beach, FL 33401
Attn: John G. Igoe, P.A.
Facsimile: 561.655.8719

As to the Noteholder: Cross Match Technologies, Inc.
3950 RCA Blvd., Suite 5001
Palm Beach Gardens, FL 33410
Attention: Kathryn Hutton, General Counsel
Facsimile: _____

With a copy to: Dickstein Shapiro LLP
1825 Eye Street, NW
Washington, DC 20006-5403
Attention: Ira H. Polon, Esq.
Fax : 202.420.2201

or to such other address as any party may designate by notice complying with the terms of this Section 13.

Each such notice shall be deemed delivered: (a) on the date delivered if by personal delivery; (b) on the date of confirmed transmission if by telex, telecopy or other telegraphic communication; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice if designated by the postal authorities as not deliverable, as the case may be, if mailed.

Section 14. Waivers. No failure on the part of the Noteholder to exercise, and no delay in exercising, and no course of dealing with respect to, any right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by the Noteholder of any right, power or remedy under this Agreement preclude any other right, power or remedy. The remedies in this Agreement are cumulative and are not exclusive of any other remedies provided by law. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally but only by a statement in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

Section 15. Governing Law; Jurisdiction. Unless otherwise defined herein, or unless the context otherwise requires, all terms used herein which are defined in the Delaware Uniform Commercial Code have the meanings therein stated. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. The Company and the Noteholder hereby irrevocably consent to the jurisdiction of the United States District Court for the Southern District of Florida and any

Florida state court sitting in Palm Beach County, Florida in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agree that all claims and disputes arising out of or relating to this Agreement may be heard and determined in such state court or, to the extent permitted by law, in such federal court. The choice of forum set forth in this Section 15 shall not be deemed to preclude the bringing of any action by the Noteholder or the enforcement by the Noteholder of any judgment obtained in such forum in any other appropriate jurisdiction. The Company hereby irrevocably waives, and hereby acknowledges that it is estopped from raising, the claims or defenses of lack of personal jurisdiction, improper venue or inconvenient forum to the maintenance of any such action or proceeding.

Section 16. WAIVER OF JURY TRIAL. THE COMPANY AND THE NOTEHOLDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE OR THIS AGREEMENT AND ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER THE NOTEHOLDER OR THE COMPANY.

Section 17. Heirs, Personal Representatives, Successors and Assigns. All of the grants, covenants, terms, provisions and conditions herein shall apply to, bind and inure to the benefit of the successors and permitted assigns of the Noteholder. None of the Company's obligations under this Agreement may be delegated or transferred without the prior written consent of the Noteholder; and, any such purported delegation or transfer or attempt to delegate or transfer any of such obligations without the prior written consent of the Noteholder will be deemed null, void and of no force or effect.

Section 18. Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction.

Section 19. Enumeration and Headings. The enumeration and headings contained in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Section 20. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

Section 21. Amendment. This Agreement may not be amended or modified in any manner except by a written agreement executed by the Company and the Noteholder; *provided, however,* that if the Noteholder transfers any portion of the Note to a third party, this Agreement may be amended or modified by a written agreement executed by the Company and the holders of a majority of the outstanding principal of the Note.

Section 22. Joinder. Additional parties who acquire an interest in the Note may be added to this Agreement by execution and delivery of a joinder page by such new party and the Company. The execution and delivery of such joinder page shall not constitute an amendment or waiver under this Agreement. Such parties will constitute Noteholder under this Agreement.

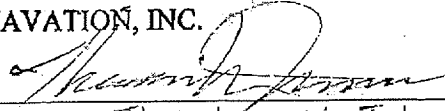
Section 23. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement. This Agreement may be executed by facsimile or other electronic signatures.

[Signatures on Next Page]

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto all as of the day and year first above written.

COMPANY:

SONAVATION, INC.

By: 
Print Name: Theodore M. Johnson
Title: CEO/Chairman

NOTEHOLDER:

CROSS MATCH TECHNOLOGIES, INC.

By: _____
Print Name: _____
Title: _____

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto all as of the day and year first above written.

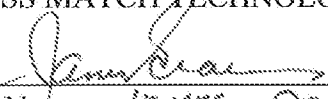
COMPANY:

SONAVATION, INC.

By: _____
Print Name: _____
Title: _____

NOTEHOLDER:

CROSS MATCH TECHNOLOGIES, INC.

By:  _____
Print Name: JAMES GRAW
Title: President / CEO