

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM732878

<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>
WATCH SYSTEMS, L.L.C.		06/06/2022	Limited Liability Company: LOUISIANA
WATCH SYSTEMS HOLDINGS, LLC		06/06/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RF INVESTMENT PARTNERS SBIC, LP		
<b>Street Address:</b>	150 N. Wacker Drive, Suite 2160		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4439942	OFFENDER WATCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	fsowers@mcguirewoods.com		
<b>Correspondent Name:</b>	Fredericka Sowers		
<b>Address Line 1:</b>	501 FAYETTEVILLE ST.		
<b>Address Line 2:</b>	SUITE 500		
<b>Address Line 4:</b>	RALEIGH, NORTH CAROLINA 27601		
<b>NAME OF SUBMITTER:</b>	Fredericka J. Sowers		
<b>SIGNATURE:</b>	/Fredericka J. Sowers/		
<b>DATE SIGNED:</b>	06/07/2022		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 6, 2022 (this "Agreement"), is made by WATCH SYSTEMS, L.L.C., a Louisiana limited liability company (the "Issuer"), and WATCH SYSTEMS HOLDINGS, LLC a Delaware limited liability company ("Holdings" and, together with the Issuer, collectively the "Grantors and each, a "Grantor"), in favor of RF INVESTMENT PARTNERS SBIC, LP, a Delaware limited partnership, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the benefit of itself and the Purchasers (as defined below). Capitalized terms used herein without definition are used as defined in the Security Agreement (as hereinafter defined).

**WHEREAS**, the Issuer, the persons from time to time party thereto as purchasers (the "Purchasers") and Agent have entered into a Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Purchase Agreement");

**WHEREAS**, in connection with the Purchase Agreement, the Grantors and each other person party thereto as a guarantor or grantor have entered into the Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Agent for the benefit of itself and the Purchasers; and

**WHEREAS**, the Security Agreement requires the Grantors to execute and deliver this Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Security Agreement, the Grantors hereby agree as follows:

**Section 1      Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to Agent, for the benefit of itself and the Purchasers, and grants to Agent, for the benefit of itself and the Purchasers, a security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Collateral");

(i) all of its Patents, including, without limitation, those referred to on Schedule I hereto;

(ii) all of its Trademarks and all trademark licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule II hereto, but excluding any "intent to use" Trademark applications for which a verified statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(iii) all of its Copyrights, including without limitation, those referred to on Schedule III hereto;

(iv) all renewals and extensions of the foregoing;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 2** **Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

**Section 3** **Grantors Remain Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Collateral, in each case subject to a security interest hereunder.

**Section 4** **Counterparts.** This Agreement may be executed in any number of counterparts, including by means of electronic signature or other scanned .pdf, 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.

**Section 5** **Governing Law.** This Agreement shall be governed by, construed in accordance with, and enforced under, the laws of the State of New York, without regard to the principles of conflicts of law of such state that would require the application of the law of another jurisdiction, other than Sections 5-1401 and 5-1402 of the New York General Obligations Law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed and delivered as of the date first set forth above.

WATCH SYSTEMS, L.L.C., a Louisiana limited liability company, as a Grantor

By:   
Name: Benjamin Luzynski  
Title: Chief Executive Officer

WATCH SYSTEMS HOLDINGS, LLC, a Delaware limited liability company, as a Grantor

By:   
Name: Benjamin Luzynski  
Title: Chief Executive Officer

RF INVESTMENT PARTNERS SBIC, LP, as Agent

By: RF Investment Partners, LLC, its general partner

DocuSigned by:  
*Peter Fidler*  
By \_\_\_\_\_  
Name: Peter Fidler  
Title: Managing Member

**SCHEDULE I**

**Patents**

<b>Title</b>	<b>Registrant</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>
System and Method for Providing Sex Offender Alerts	Watch Systems, L.L.C.	United States of America	US 11,037,430	June 15, 2021

**Patent Applications**

None.

**Patent Licenses**

None.

**SCHEDULE II**

**Registered Trademarks**

<b>Trademark and Service marks</b>	<b>Registrant</b>	<b>Registration No.</b>	<b>Registration Date</b>
Offender Watch	Watch Systems, L.L.C.	4439942	11/26/2013

**Trademark Applications**

None.

**Trademark Licenses**

None.



**SCHEDULE III**

**Registered Copyrights**

None.