# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM779265

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

### **CONVEYING PARTY DATA**

| Name                 | Formerly | Execution Date | Entity Type                             |
|----------------------|----------|----------------|---|
| Kologik Capital, LLC |          | 01/05/2023     | Limited Liability Company:<br>LOUISIANA |
| Kologik LLC          |          | 01/05/2023     | Limited Liability Company:<br>LOUISIANA |

### **RECEIVING PARTY DATA**

| Name:                                    | Riva Ridge Master Fund Ltd. |  |
|--|-----------------------------|--|
| Street Address:                          | 55 5th Avenue, Suite 1808   |  |
| City:                                    | New York                    |  |
| State/Country: NEW YORK                  |                             |  |
| Postal Code: 10003                       |                             |  |
| Entity Type: Corporation: CAYMAN ISLANDS |                             |  |

### **PROPERTY NUMBERS Total: 19**

| Property Type  | Number   | Word Mark                              |  |
|----------------|----------|--|--|
| Serial Number: | 90349141 | CAMPUS SAFE                            |  |
| Serial Number: | 88506331 | KOLOGIK                                |  |
| Serial Number: | 87130006 | COPSYNC                                |  |
| Serial Number: | 87022034 | BEACON                                 |  |
| Serial Number: | 85734007 | ONE NETWORK CONNECTING LAW ENFORCEMENT |  |
| Serial Number: | 85548297 | BANKSYNC                               |  |
| Serial Number: | 85983834 | DATAONIX                               |  |
| Serial Number: | 85983833 | D                                      |  |
| Serial Number: | 85837840 | DATAONIX                               |  |
| Serial Number: | 85837837 | D                                      |  |
| Serial Number: | 85634861 | WARRANTSYNC REAL-TIME WARRANT CLEARING |  |
| Serial Number: | 85522492 | VIDTAC                                 |  |
| Serial Number: | 85407673 | WARRANTSYNC                            |  |
| Serial Number: | 85248843 | ONE NETWORK CONNECTING ALL VENDORS     |  |
| Serial Number: | 85017638 | DATAONIX                               |  |
| Serial Number: | 85634070 | VIDTAC POWERED BY PATROL               |  |
| Serial Number: | 85837845 | SCHOOLSYNC                             |  |
|                |          | TDADEMADK                              |  |

TRADEMARK

REEL: 007941 FRAME: 0447

900743000

| Property Type  | Number   | Word Mark    |
|----------------|----------|--------------|
| Serial Number: | 85522508 | VIDEOTAC     |
| Serial Number: | 85407682 | SECURITYSYNC |

#### **CORRESPONDENCE DATA**

**Fax Number:** 2026288844

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: 202-624-2500 Email: afield@crowell.com

Correspondent Name: CROWELL & MORING LLP

Address Line 1: P.O. BOX 14300

Address Line 4: WASHINGTON, D.C. 20044-4300

| ATTORNEY DOCKET NUMBER: | 351972.0000061    |
|-------------------------|-------------------|
| NAME OF SUBMITTER:      | Alison J. Field   |
| SIGNATURE:              | /Alison J. Field/ |
| DATE SIGNED:            | 01/09/2023        |

#### **Total Attachments: 7**

source=Kologik#page1.tif source=Kologik#page2.tif source=Kologik#page3.tif source=Kologik#page4.tif source=Kologik#page5.tif source=Kologik#page6.tif

source=Kologik#page7.tif

#### AMENDED AND RESTATED

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

Amended and Restated Intellectual Property Security Agreement, dated as of January 5, 2023 (as amended, restated or otherwise modified from time to time, the "IP Security Agreement"), between Kologik Capital, LLC, a Louisiana limited liability company and Kologik LLC, a Louisiana limited liability company (together, the "Grantor"), and Riva Ridge Master Fund Ltd. (together with any successors and assigns thereto in such capacity, the "Holder").

#### WITNESSETH:

WHEREAS, Grantor and Holder are parties to a Secured Promissory Note dated as of December 27, 2021 (as amended by the First Amendment to the Secured Promissory Note dated as of December 30, 2022 (the "Note")) pursuant to which the Grantor is required to execute and deliver this IP Security Agreement;

WHEREAS, Kologik Capital, LLC and Holder are parties to the Intellectual Property Security Agreement dated December 27, 2021 (the "Original IP Security Agreement");

WHEREAS, Grantor and Holder wish to amend and restate in its entirety the Original IP Security Agreement as set forth herein;

**NOW**, **THEREFORE**, in consideration of the premises and to induce the Holder to enter into the Note Documents (as defined in the Note), the Grantor hereby agrees with the Holder, as follows:

- **SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Note and used herein have the meaning given to them in the Note.
- SECTION 2. Grant of Security Interest in Collateral. The Grantor hereby pledges and grants to Holder, a security interest in all of Grantor's right, title and interest in, to and under the following to secure the payment of the obligations of Grantor under the Note Documents (the "Obligations"), whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"):
- (a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, "Patents"), including, but not limited to: (i) each patent and patent application referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit;

- (b) all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including those referred to on <u>Schedule I</u> hereto (collectively, "Patent Licenses");
- (c) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications 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, including, but not limited to: (i) the registrations and applications referred to on <u>Schedule II</u> hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and
- (d) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on <u>Schedule II</u> hereto (collectively, "Trademark Licenses").
- SECTION 3. Pledge and Security Agreement. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Holder pursuant to the Note and Grantor hereby acknowledges and affirms that the rights and remedies of the Holder with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Note, 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 IP Security Agreement is deemed to conflict with the Note Documents, the provisions of the Note Documents shall control. Holder may, without the prior written consent of Grantor, assign any or all of its rights under this IP Security Agreement to any other person or entity in connection with the assignment of the Note.
- SECTION 4. Termination; Release of Collateral. This IP Security Agreement and all obligations of Grantor and Holder hereunder shall terminate on the date upon which the Obligations are performed in full and the Note is paid in full. Upon termination of this IP Security Agreement, Holder shall take such actions as reasonably requested by Grantor to release its security interest in the IP Collateral.
- **SECTION 5. Applicable Law.** This IP Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).
- **SECTION 6.** Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

In Witness Whereof, Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

#### **KOLOGIK LLC**

By:

Robert P. Wolf

Robert P. Wolf

Title: Chief Executive Officer

KOLOGIK CAPITAL, LLC

By:

Docusigned by:

Robert P. Wolf

7F25CDEF23034D8

Name: Robert P. Wolf

Title: Chief Executive Officer

[Grantor Signature Page]

Accepted and Agreed:

#### RIVA RIDGE MASTER FUND LTD.

By: Riva Ridge Capital Management LP, As Investment Manager By: Riva Ridge GP LLC, GP to the Investment Manager

By: \_\_\_\_\_

Namestuphun Golden Title: Manging Member

# SCHEDULE I to INTELLECTUAL PROPERTY SECURITY AGREEMENT

### PATENT REGISTRATIONS AND APPLICATIONS

|    | Title  | Patent Number | Expiration Date | Company of Origin |
|----|--|---------------|-----------------|-------------------|
| 1. | METHOD, SYSTEM AND COMPUTER<br>PROGRAM PRODUCT FOR LAW<br>ENFORCEMENT  | 9,641,965     | 3/27/2034       | COPsync           |
| 2. | METHOD, SYSTEM AND COMPUTER<br>PROGRAM PRODUCT FOR LAW<br>ENFORCEMENT  | 9,047,768     | 8/12/2032       | COPsync           |
| 3. | VIDEO CAPTURE SYSTEM INCLUDING<br>TWO INDEPENDENT IMAGE SENSORS  | 9,143,670     | 7/26/2033       | COPsync           |
| 4. | VIDEO CAPTURE SYSTEM INCLUDING<br>TWO INDEPENDENT IMAGE SENSORS  | 9,538,060     | 3/8/2033        | COPsysic          |
| 5. | METHOD, SYSTEM AND COMPUTER<br>PROGRAM PRODUCT FOR LAW<br>ENFORCEMENT  | 9,812,010     | 12/29/2031      | COPsync           |
| 6. | DISTRIBUTED GLOBALLY ACCESSIBLE INFORMATION NETWORK  | 7430587       | 4/2/2026        | Thinkstream       |
| 7. | DISTRIBUTED GLOBALLY ACCESSIBLE<br>INFORMATION NETWORK<br>IMPLEMENTED TO MAINTAIN<br>UNIVERSAL ACCESSIBILITY | 8,019,757     | 1/28/2026       | Thinkstream       |

DocuSign Envelope ID: 17081FEA-433E-4147-9F75-7403B3E85D36

| 8 | DISTRIBUTED GLOBALLY ACCESSIBLE INFORMATION NETWORK IMPLEMENTED TO MAINTAIN UNIVERSAL ACCESSIBILITY  | 8,364,674 | 8/17/2024 | Thinkstream |
|---|--|-----------|-----------|-------------|
| 9 | DISTRIBUTED GLOBALLY ACCESSIBLE INFORMATION NETWORK. IMPLEMENTED WITH A LOCAL INFORMATION NETWORK.   | 8,600,988 | 8/17/2024 | Thinkstream |
| 1 | 0 DISTRIBUTED GLOBALLY ACCESSIBLE INFORMATION NETWORK IMPLEMENTED FOR RETRIEVING IN REAL TIME LIVE DATA FROM A COMMUNITY INFORMATION NETWORK | 8,990,197 | 8/17/2024 | Thinkstream |

[Holder Signature Page]

## SCHEDULE II to INTELLECTUAL PROPERTY SECURITY AGREEMENT

# TRADEMARK REGISTRATIONS AND APPLICATIONS

|    | Serial Number | Reg. Number | Word Mark                          |
|----|---------------|-------------|------------------------------------|
| 1  | 90349141      |             | CAMPUS SAFE                        |
| 2  | 88506331      | 5981765     | KOLOGIK                            |
| 3  | 87130006      | 5283909     | COPSYNC                            |
| 4  | 87022034      |             | BEACON                             |
|    |               |             | ONE NETWORK CONNECTING LAW         |
| 5  | 85734007      | 4585085     | ENFORCEMENT                        |
| 6  | 85548297      | 4530082     | BANKSYNC                           |
| 7  | 85983834      | 4846481     | DATAONIX                           |
| 8  | 85983833      | 4846480     | D                                  |
| 9  | 85837840      | 5095674     | DATAONIX                           |
| 10 | 85837837      | 5095673     | D                                  |
|    |               |             | WARRANTSYNC REAL-TIME WARRANT      |
| 11 | 85634861      | 4365839     | CLEARING                           |
| 12 | 85522492      | 4259136     | VIDTAC                             |
| 13 | 85407673      | 4463112     | WARRANTSYNC                        |
| 14 | 85248843      | 4498427     | ONE NETWORK CONNECTING ALL VENDORS |
| 15 | 85017638      | 4436803     | DATAONIX                           |
| 16 | 85634070      | 4389257     | VIDTAC POWERED BY PATROL           |
| 17 | 85837845      |             | SCHOOLSYNC                         |
| 18 | 85522508      |             | VIDEOTAC                           |
| 19 | 85407682      |             | SECURITYSYNC                       |

TRADEMARK REEL: 007941 FRAME: 0455

**RECORDED: 01/09/2023**