

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804324

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IPVideo Corporation		04/18/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Flagstar Bank, N.A.		
Street Address:	565 Fifth Avenue		
Internal Address:	8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4678635	AVFUSION	
Registration Number:	4656254	C3FUSION	
Registration Number:	5257466	MOSAIC	
Registration Number:	4666498	SENTRYVMS	
Registration Number:	6219703		
Serial Number:	97753747	SENTRYERS	
CORRESPONDENCE DATA			
Fax Number:	6315013526		
<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:	6315015700		
Email:	efuller@carterdeluca.com, docket@carterdeluca.com		
Correspondent Name:	George Likourezos		
Address Line 1:	576 Broad Hollow Road		
Address Line 4:	Melville, NEW YORK 11747		
ATTORNEY DOCKET NUMBER:	3346-2		
NAME OF SUBMITTER:	George Likourezos		
SIGNATURE:	/George Likourezos/		

OP \$165.00 4678635

DATE SIGNED:	04/19/2023
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”), is dated as of **April 18, 2023**, and is between **IPVIDEO CORPORATION**, a New York corporation, having an address at 1490 North Clinton Avenue, Bay Shore, New York 11706 (“**Grantor**”) in favor of **FLAGSTAR BANK, N.A.**, having a principal office located at **565 Fifth Avenue, 8th Floor, New York, New York 10017** (together with its successors and/or assigns “**Secured Party**”).

Background

1. Advance Convergence Group, Inc., a Delaware corporation (“**Borrower**”) desires to establish financing arrangements with the Secured Party.
2. Grantor is a Subsidiary of Borrower and will guaranty the financing arrangements between Borrower and Secured Party. The granting of a security interest hereunder will result in a direct financial benefit to Grantor and will further the business interest of the Grantor.
3. As a condition precedent to the making of the financing arrangements in favor of Borrower, Grantor (and certain of its affiliates) executed and delivered to the Secured Party one or more Security Agreements, each dated as of **April 18, 2023** (as amended, restated, supplemented or modified, from time to time, collectively, the “**Security Agreement**”).
4. Pursuant to the terms of the Security Agreement, Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

Grantor and Secured Party therefore agree as follows:

1. Definitions. Capitalized terms not defined in this Trademark Security Agreement will have the meaning ascribed to them in the Security Agreement.

2. Grant of Security. Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

4. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Grantor are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule that would apply the law of any other jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

IPVIDEO CORPORATION

By: 
Name: **David Antar**
Title: **President**


Address for Notices:

IPVIDEO Corporation
1490 North Clinton Avenue
Bay Shore, New York 11706
Attention: David Antar, President

With copies to:
Farrell Fritz, P.C.
400 RXR Plaza
Uniondale, NY 11556
Attention: Lisa Vaccaro, Esq.

STATE OF NEW YORK)
) ss.:
 SUFFOLK)
COUNTY OF ~~NASSAU~~)

On the 14th day of April, in the year **2023**, before me, the undersigned, personally appeared **DAVID ANTAR**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public


LAURA K FALLICK
Notary Public, State of New York
No. 01FA6388738
Qualified in Suffolk County
Commission Expires March 11 2025 7

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARKS

Trademark Registrations

Owner	Mark	Reg. No. Reg. Date	Goods/Service
Ipvideo Corporation	AVFUSION	4678635 January 27, 2015	Class 9: Master network server pre-loaded with software that allows for the synchronized recording and playback of audio and video from network cameras.
Ipvideo Corporation	C3FUSION	4656254 December 16, 2014	Class 9: physical security information management solution, namely software for filtering, prioritizing, reviewing, archiving and organizing security video feeds and data from a range of disparate physical security systems
Ipvideo Corporation	MOSAIC	5257466 August 1,2017	Class 9: Enterprise security system consisting of computer hardware and preloaded software for processing and storing security video feeds; downloadable software for processing and storing video feeds.
Ipvideo Corporation	SENTRYVMS	4666498 January 6, 2015	Class 9: enterprise security system consisting of computer hardware and software for processing and storing security video feeds.
Ipvideo Corporation	 (Design Only)	6219703 December 15, 2020	Class 9: Physical security systems comprised of smoke sensors, sound and noise sensors, motion sensors, light sensitivity sensors, computer hardware, personal security alarms, electronic components of security systems, fire alarms, and gunshot detection systems in the nature of audio sensors to detect decibel and frequency levels; building management systems comprised of smoke sensors, carbon monoxide detectors, carbon dioxide detectors, sound and noise sensors, motion sensors, light sensitivity sensors, computer hardware, personal security alarms, electronic components of security systems, fire alarms, gunshot detection systems in the nature of audio sensors to detect decibel and frequency levels, chemical detection

			sensors, and temperature and humidity monitors in the nature of sensors to detect changes in temperature and humidity levels to prevent conditions leading to mold, the spread of germs and illness; vaping detectors in the nature of vaporizer smoke and fume detectors; detectors of airborne and smoke-borne THC; sound anomaly detectors
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Trademark Application

Owner	Mark	App. No. App. Date	Goods/Service
Ipvideo Corporation	SENTRYERS	97753747 January 13, 2023	Class 9: Security control panels and security alarm base stations, namely, telecommunication base stations used for security alarms; Downloadable software for detecting the location of objects and individuals; Downloadable software for connecting individuals and the location of objects and individuals to a third party, namely, a monitoring center, public safety answering service, security service provider or emergency first responder; Downloadable software for transmitting an alert and data from a mobile device to a third party, namely, a monitoring center, public safety answering service or security service provider; Downloadable software for monitoring, managing and aggregating data from a user in connection with a distress event; Downloadable software that upon detection of a triggering event results in initiating lockdowns and other emergency procedures and the notification of a third party, namely, a monitoring center, public safety answering service, security service provider or emergency first responder; Building security systems comprising software and hardware for providing picture, video, alarm status, building plans, and other information to a remote station; Software for setting up, configuring and connecting local area networks to enable communicating of audio, video and data

			between computers via a global computer network
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