

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327600

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VISIONONE, Inc.		11/28/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Lloyds Bank PLC		
Street Address:	The Atrium, Davidson House, Forbury Square		
City:	Reading, Berkshire		
State/Country:	UNITED KINGDOM		
Postal Code:	RG1 3EU		
Entity Type:	Public limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2865738	SHOWARE	
CORRESPONDENCE DATA			
Fax Number:	2127686800		
<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:	212-632-5504		
Email:	Trademarks.us@dentons.com		
Correspondent Name:	Alison G. Carlson		
Address Line 1:	c/o Dentons US LLP, Wacker Drive Station		
Address Line 2:	Willis Tower, P.O. Box #061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	20001493-0023 USLLP MA9		
NAME OF SUBMITTER:	Alison Carlson		
SIGNATURE:	/Alison Carlson/		
DATE SIGNED:	12/30/2014		
Total Attachments: 5			
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OP \$40.00 2865738

TRADEMARK

Trademark Security Agreement

Trademark Security Agreement, dated as of November 28, 2014, by VISIONONE, INC. (the "Pledgor"), in favor of LLOYDS BANK PLC, in its capacity as Lender pursuant to the Credit Agreement (in such capacity, the "Lender").

WITNESSETH:

WHEREAS, the Pledgor executed a Joinder Agreement of even date herewith and became a party to that certain Security Agreement dated of March 11, 2013 (as same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Lender, pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement, the Pledgor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks 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. If any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Lender shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant,

assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[The remainder of this page intentionally left blank]

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

Very truly yours,

VISIONONE, INC.

By: 
Name and Title: Thomas J. W. Burnet, Chief
Executive Officer

Accepted and Agreed:

LLOYDS BANK PLC,
as Lender

By: _____
Name and Title:

[Signature page - Trademark Security Agreement]

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

Very truly yours,

VISIONONE, INC.

By:

Name and Title: Thomas J. W. Burnet, Chief
Executive Officer

Accepted and Agreed:

LLOYDS BANK PLC,
as Lender

By: A.S.K. ANDREW JAMES FISH
Name and Title: RELATIONSHIP DIRECTOR

[Signature page - Trademark Security Agreement]

1/1/2000

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
VisionOne, Inc.	2,865,738	ShoWare

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
N/A	N/A	N/A