

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VISIONONE, INC.		03/14/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LLOYDS BANK PLC		
Street Address:	25 Gresham Street		
City:	London		
State/Country:	ENGLAND		
Postal Code:	EC2V 7HN		
Entity Type:	Public Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2865738	SHOWARE	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7943		
Email:	skowalski@vedderprice.com		
Correspondent Name:	Sylvia Kowalski		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	48237.00.0004-SCHMITZ		
NAME OF SUBMITTER:	Sylvia Kowalski		
SIGNATURE:	/Sylvia Kowalski/		
DATE SIGNED:	04/22/2016		
Total Attachments: 5			
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Amended and Restated Trademark Security Agreement

Amended and Restated Trademark Security Agreement, dated as of March 14, 2016 by **VISIONONE, INC.** (the "*Pledgor*"), a California corporation, in favor of **LLOYDS BANK PLC**, in its capacity as Lender, Agent and Security Agent, pursuant to the Credit Agreement (in such capacities, the "*Security Agent*"), an English public limited company.

WITNESSETH:

WHEREAS, the Pledgor is party to an Amended and Restated Security Agreement of even date herewith (the "*Security Agreement*") in favor of the Security Agent pursuant to which the Pledgor is required to execute and deliver this Amended and Restated Trademark Security Agreement;

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

SECTION 1. Amendment and Restatement. This Amended and Restated Trademark Security Agreement amends and restates in its entirety that certain Trademark Security Agreement dated November 28, 2014 but is not a novation or payment of the indebtedness evidenced thereby. All amounts outstanding and all obligations due under the Trademark Security Agreement dated November 28, 2014 shall now be evidenced by this Amended and Restated Trademark Security Agreement.

SECTION 2. 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 3. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Security Agent 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 4. Security Agreement. The security interest granted pursuant to this Amended and Restated Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent 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 Amended and Restated Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Security Agent shall otherwise determine.

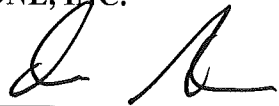
SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Security Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Amended and Restated Trademark Security Agreement.

SECTION 6. Counterparts. This Amended and Restated 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 Amended and Restated Trademark Security Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, Pledgor has caused this Amended and Restated 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: 
Title CFO

Accepted and Agreed:

LLOYDS BANK PLC,
as Security Agent

By: _____
Title

IN WITNESS WHEREOF, Pledgor has caused this Amended and Restated 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: _____
Title

Accepted and Agreed:

LLOYDS BANK PLC,
as Security Agent

AJS

By: Andrew James Fish
Title
RELATIONSHIP DIRECTOR

SCHEDULE I
to
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
VisionOne	2865738	ShoWare

Trademark Applications:

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