

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM678865

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kastle Systems, LLC		08/19/2021	Limited Liability Company: VIRGINIA
Kastle Systems International LLC		08/19/2021	Limited Liability Company: VIRGINIA
CheckVideo LLC		08/19/2021	Limited Liability Company: VIRGINIA

## RECEIVING PARTY DATA

<b>Name:</b>	Capital One, National Association
<b>Street Address:</b>	2 Bethesda Metro Center, 7th Floor
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	National Banking Association: VIRGINIA

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
<b>Registration Number:</b>	3420370	CHECKVIDEO
<b>Registration Number:</b>	5236159	
<b>Registration Number:</b>	2290537	EXITSENTRY
<b>Registration Number:</b>	5224016	KASTLE
<b>Registration Number:</b>	1331215	KASTLE
<b>Registration Number:</b>	4250612	
<b>Registration Number:</b>	4251668	
<b>Registration Number:</b>	4623158	KASTLE PHONETAG
<b>Registration Number:</b>	1332489	KASTLE SYSTEMS
<b>Registration Number:</b>	3135270	KASTLE SYSTEMS
<b>Registration Number:</b>	4935021	KASTLE SYSTEMS
<b>Registration Number:</b>	4935022	KASTLE SYSTEMS
<b>Registration Number:</b>	4258249	KASTLE S Y S T E M S
<b>Registration Number:</b>	4251670	KASTLE SYSTEMS
<b>Registration Number:</b>	6142482	KASTLEALERT

OP \$490.00 3420370

Property Type	Number	Word Mark
Registration Number:	5256942	KASTLEPRESENCE
Registration Number:	5903942	KASTLERESIDENT
Registration Number:	5130097	KASTLEVIDEO
Registration Number:	4528909	MYKASTLE

**CORRESPONDENCE DATA**

**Fax Number:** 6175236850  
**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:** 617-523-2700  
**Email:** susan.dinicola@hklaw.com,faisal.kraziem@hklaw.com  
**Correspondent Name:** Holland & Knight LLP  
**Address Line 1:** 10 St. James Avenue  
**Address Line 4:** Boston, MASSACHUSETTS 02116

<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola
<b>SIGNATURE:</b>	/Susan C. DiNicola/
<b>DATE SIGNED:</b>	10/04/2021

**Total Attachments: 21**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of August 19, 2021, by the undersigned (each a "Grantor", and collectively, the "Grantors"), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, in its capacity as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Revolving Credit, Security and Guaranty Agreement, dated as of August 19, 2021 (amended, restated, amended and restated, modified or otherwise supplemented from time to time, the "Credit Agreement"), is entered into by and among KASTLE SYSTEMS INTERNATIONAL LLC, a Virginia limited liability company ("Kastle Systems International"), KASTLE NEW YORK LLC, a Virginia limited liability company ("Kastle NY") (each a "Borrower" and collectively, "Borrowers"), KASTLE HOLDING COMPANY LLC, a Delaware limited liability company ("Top Parent" which is also a Guarantor), the other Guarantors parties thereto, and CAPITAL ONE, NATIONAL ASSOCIATION, as administrative, payment and collateral agent for Lenders (in such capacities, the "Agent"), and the Lenders party thereto from time to time;

**WHEREAS**, pursuant to the Credit Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and this Agreement shall be subject to the rules of construction set forth in Article 1 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL**. To secure the prompt payment and performance in full of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's rights, title and interests in, to and under the following, whether now owned or presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification 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, (i) the registrations and applications listed on Schedule I attached 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) subject to the Credit Agreement, all products and proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit;

(b) all patents, registrations, invention disclosures and applications therefor, including divisions, continuations, continuations-in-part, reissues, reexaminations, renewal applications, and including renewals, extensions and reissues of the foregoing (collectively, "Patents") and Patent intellectual property licenses to which it is a party, (i)

including those registrations, applications and licenses referred to on Schedule II attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all goodwill of the business connected with the use of Patents and Patent intellectual property licenses, (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) subject to the Credit Agreement, all products and proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit; and

(c) (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world, (v) rights to sue for past, present, and future infringements thereof, (vi) any and all rights to use any copyright or copyright registration now owned or hereafter acquired by any Grantor under any written or oral agreement granting any such right, in each case to the extent assignable by such Grantor and (vii) all products and proceeds of the foregoing, including the copyrights listed on Schedule III attached hereto.

Notwithstanding the foregoing, the security interest granted herein does not include any “intent to use” trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1060(a) (or any successor provision); provided that, upon such acceptance, such intent-to-use trademark application shall automatically and without further action by any Person be considered Intellectual Property Collateral.

3. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement and any other Credit Documents. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. Each Grantor hereby represents and warrants that the trademarks and trademark applications listed on Schedule I attached hereto, the Patents and Patent intellectual property licenses listed on Schedule II attached hereto and the copyrights and copyright registrations and licenses listed on Schedule III attached hereto constitute all U.S. federally registered trademarks, trademark applications, Patents and Patent intellectual property licenses and copyrights and copyright licenses registered to such Grantor as of the date of this Agreement.

5. COUNTERPARTS. This 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 Agreement by signing and delivering one or more counterparts. Facsimile or portable document format (.pdf) signatures or any other electronic transmission of a signature hereto shall be effective as originals.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND SUBMISSION TO JURISDICTION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING

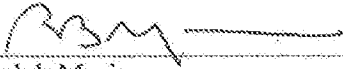
CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND SUBMISSION TO JURISDICTION SET FORTH IN SECTIONS 13.3 AND 15.1 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

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

**GRANTOR:**

**KASTLE SYSTEMS LLC**

By:   
Name: Ralph Masino  
Title: Chief Financial Officer

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

**GRANTOR:**

**KASTLE SYSTEMS INTERNATIONAL LLC**

By: 

\_\_\_\_\_  
Name: Mark Ein

Title: Chairman and President

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

**GRANTOR:**

**CHECKVIDEO LLC**

By: 

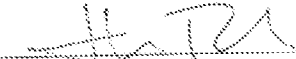
Name: Mark Ein

Title: Chairman and President



**ACCEPTED AND ACKNOWLEDGED BY:**

**CAPITAL ONE, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: John Robuck  
Title: Managing Director


Address:  
Capital One, National Association  
2 Bethesda Metro Center, 7th Floor  
Bethesda, MD 20814  
Attention: Andrew Burke  
Telephone: 203-803-8209  
Email: andrew.burke@capitalone.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (KASTLE)]

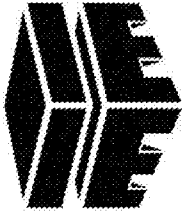
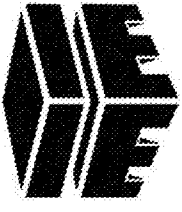
**SCHEDULE I**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

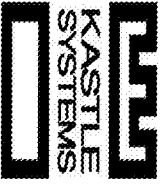

*See attached.*

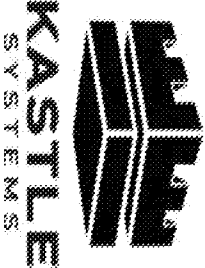

Trademarks

<u>Trademark</u>	<u>Name of Owner</u>	<u>Jurisdiction</u>	<u>App Number</u>	<u>Reg Number</u>	<u>File Date</u>	<u>Reg Date</u>	<u>Status</u>
CHECK VIDEO	Check Video LLC	United States of America	78839800	3420370	17-Mar-2006	29-Apr-2008	Registered
Design Only 	Kastle Systems LLC	United States of America	87247605	5236159	24-Nov-2016	04-Jul-2017	Registered

EXITSENTRY	CheckVideo LLC	United States of America	75424194	2290537	27-Jan-1998	02-Nov-1999	Registered
KASTLE	Kastle Systems International LLC	United States of America	86839991	5224016	04-Dec-2015	13-Jun-2017	Registered
KASTLE	Kastle Systems International LLC	United States of America	73332494	1331215	15-Oct-1981	16-Apr-1985	Registered

	Kastle Systems International LLC	United States of America	85213255	4250612	07-Jan-2011	27-Nov-2012	Registered
	Kastle Systems International LLC	United States of America	85977401	4251668	07-Jan-2011	27-Nov-2012	Registered
KASTLE PHONETAG	Kastle Systems International LLC	United States of America	85676798	4623158	13-Jul-2012	21-Oct-2014	Registered

KASTLE SYSTEMS	Kastle Systems International LLC	United States of America	73332495	1332489	15-Oct-1981	23-Apr-1985	Registered
 KASTLE SYSTEMS & Design	Kastle Systems International LLC	United States of America	78596032	3135270	28-Mar-2005	29-Aug-2006	Registered
 KASTLE SYSTEMS & Logo (Expanded)	Kastle Systems International LLC	United States of America	86544574	4935021	24-Feb-2015	12-Apr-2016	Registered

KASTLE SYSTEMS (Expanded)	Kastle Systems International LLC	United States of America	86544581	4935022	24-Feb- 2015	12-Apr- 2016	Registered
 KASTLE SYSTEMS Logo & Design	Kastle Systems International LLC	United States of America	85213274	4258249	07-Jan- 2011	11-Dec- 2012	Registered
 KASTLE SYSTEMS Logo & Design	Kastle Systems International LLC	United States of America	85977500	4251670	07-Jan- 2011	27-Nov- 2012	Registered

KASTLEALERT	Kastle Systems International LLC	United States of America	88125407	6142482	20-Sep-2018	01-Sep-2020	Registered
KASTLEPRESENCE	Kastle Systems International LLC	United States of America	86795168	5256942	21-Oct-2015	01-Aug-2017	Registered
KastleResident	Kastle Systems International LLC	United States of America	87774765	5903942	29-Jan-2018	05-Nov-2019	Registered



KASTLEVIDEO	Kastle Systems International LLC	United States of America	86795165	5130097	21-Oct-2015	24-Jan-2017	Registered
MYKASTLE	Kastle Systems International LLC	United States of America	86058102	4528909	06-Sep-2013	13-May-2014	Registered

**SCHEDULE II**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

*See attached.*

Patents

Title	Owner	Jurisdiction	Application No.	Publication No.	Filing Date	Issue Date	Case Status
SYSTEMS AND METHODS FOR ANALYSIS OF VIDEO CONTENT, EVENT NOTIFICATION, AND VIDEO CONTENT PROVISION	CheckVideo LLC	United States	12/277,996	2009/0141939	11/25/2008	6/19/2012	Granted
APPARATUS AND METHODS FOR VIDEO ALARM VERIFICATION	CheckVideo LLC	United States	12/174,225	2009/0022362	7/16/2008	8/12/2014	Granted
APPARATUS AND METHODS FOR ENCODING AN IMAGE WITH DIFFERENT LEVELS OF ENCODING	CheckVideo LLC	United States	14/452,847	2015/0098613	8/6/2014	12/8/2015	Granted
APPARATUS AND METHODS FOR ALARM VERIFICATION BASED ON IMAGE ANALYTICS	CheckVideo LLC	United States	14/959,595	2016/0321889	12/4/2015	3/20/2018	Granted
AUTOMATED, REMOTELY-VERIFIED ALARM SYSTEM WITH INTRUSION AND VIDEO SURVEILLANCE AND DIGITAL VIDEO RECORDING	CheckVideo LLC	United States	11/803,851	2007/0262857	5/15/2007	6/7/2011	Granted
AUTOMATED, REMOTELY-VERIFIED ALARM SYSTEM WITH INTRUSION AND VIDEO SURVEILLANCE AND DIGITAL VIDEO RECORDING	CheckVideo LLC	United States	13/083,635	2011/0279259	4/11/2011	12/18/2012	Granted

AUTOMATED, REMOTELY-VERIFIED ALARM SYSTEM WITH INTRUSION AND VIDEO SURVEILLANCE AND DIGITAL VIDEO RECORDING	CheckVideo LLC	United States	14/246,700	2014/0327777	4/7/2014	12/8/2015	Granted
AUTOMATED, REMOTELY-VERIFIED ALARM SYSTEM WITH INTRUSION AND VIDEO SURVEILLANCE AND DIGITAL VIDEO RECORDING	CheckVideo LLC	United States	14/323,624	2014/0321706	7/3/2014	12/8/2015	Granted
AUTOMATED, REMOTELY-VERIFIED ALARM SYSTEM WITH INTRUSION AND VIDEO SURVEILLANCE AND DIGITAL VIDEO RECORDING	CheckVideo LLC	United States	14/533,916	2015/0063643	11/5/2014	3/21/2017	Granted
AUTOMATED, REMOTELY-VERIFIED ALARM SYSTEM WITH INTRUSION AND VIDEO SURVEILLANCE AND DIGITAL VIDEO RECORDING	CheckVideo LLC	United States	17/321,064		5/14/2021		Pending
ANALYTICS- MODULATED CODING OF SURVEILLANCE VIDEO	CheckVideo LLC	United States	12/620,232	2010/0124274	11/17/2009	12/15/2015	Granted
ANALYTICS- MODULATED CODING OF SURVEILLANCE VIDEO	CheckVideo LLC	United States	15/843,430	2018/0139456	12/15/2017		Pending
SYSTEM AND METHOD FOR MOTION DETECTION IN A SURVEILLANCE VIDEO	CheckVideo LLC	United States	12/765,199	2010/0290710	4/22/2010	10/29/2013	Granted

SYSTEM AND METHOD FOR MOTION DETECTION IN A SURVEILLANCE VIDEO	CheckVideo LLC	United States	14/064,713	2014/0198257	10/28/2013	1/5/2016	Granted
OBJECT SELECTIVE VIDEO RECORDING	CheckVideo LLC	United States	10/041,402		1/8/2002	1/19/2010	Granted
DIRECTED ATTENTION DIGITAL VIDEO RECORDATION	CheckVideo LLC	United States	11/491,485	2007/0035623	7/24/2006	9/27/2011	Granted
DIRECTED ATTENTION DIGITAL VIDEO RECORDATION	CheckVideo LLC	United States	13/241,923	2012/0092494	9/23/2011	11/19/2013	Granted
SYSTEM FOR AUTOMATED SCREENING OF SECURITY CAMERAS	CheckVideo LLC	United States	09/773,475	2001/0033330	2/1/2001	9/6/2005	Granted
SYSTEM FOR AUTOMATED SCREENING OF SECURITY CAMERAS	CheckVideo LLC	United States	11/159,375	2005/0259848	6/22/2005	1/5/2010	Granted
VIDEO ANALYSIS USING SEGMENTATION GAIN BY AREA	CheckVideo LLC	United States	11/088,308	2005/0213815	3/24/2005	5/15/2007	Granted
VIDEO ANALYSIS USING SEGMENTATION GAIN BY AREA	CheckVideo LLC	United States	11/748,320	2007/0263899	5/14/2007	10/21/2008	Granted
TERRAIN MAP SUMMARY ELEMENTS	CheckVideo LLC	United States	11/471,865	2006/0290706	6/21/2006	10/26/2010	Granted

CAMERA	CheckVideo LLC	United States	29/350,016		11/10/2009	5/29/2012	Granted
EMERGENCY ACTION SYSTEMS AND METHODS	Kastle Systems International LLC	United States	15/081,180		3/25/2016	8/7/2018	Granted
HANDS-FREE ACCESS CONTROL	Kastle Systems International LLC	United States	14/985,523		12/31/2015	11/1/2016	Granted

**SCHEDULE III**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Kastle Systems International LLC	TX0006314964	Vol. 1, issue 1, Nov. 2005.	Security handled: the Kastle legal security bulletin	October 27, 2005
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