

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790340

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900735337		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geo-Comm, Inc.		12/01/2022	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S Dearborn, Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5734518	GEOCOMM	
Registration Number:	3193778	GEOLYNX	
Registration Number:	2289559	GEOCOMM	
Registration Number:	6230520	PUBLIC SAFETY LOCATION INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	6127666911		
Email:	susan.carlson@faegredrinker.com		
Correspondent Name:	Susan Carlson, Faegre Drinker Biddle		
Address Line 1:	90 S 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
SIGNATURE:	/e/ Susan Carlson		
DATE SIGNED:	02/28/2023		
Total Attachments: 9			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is made as of December 1, 2022 by and among the party listed on the signature pages hereof as Debtor (the “**Debtor**”), and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties, as defined in the Credit Agreement described below.

Pursuant to a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among the Debtor, other Loan Parties (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto and the Administrative Agent, the Lenders have agreed to make advances and grant certain other financial accommodations to the Debtor.

As a condition to making any advance under the Credit Agreement, the Lenders required the execution and delivery by the Debtor of a Pledge and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Debtor granted to the Administrative Agent a security interest in substantially all of the Debtor’s personal property.

Pursuant to the Security Agreement, the Debtor is required to execute and deliver this Agreement to the Administrative Agent.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. Definitions.

Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

“**Patent**” means any patent or application for patent.

“**Patent and Trademark Collateral**” means all right, title and interest of the Debtor in and to the following, in each case whether now existing or hereafter acquired or arising:

- (i) All Patents, including the Specified Patents.
- (ii) All Trademarks, including the Specified Trademarks
- (iii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Patent or Trademark.
- (iv) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Patents and Trademarks.
- (v) All present and future license agreements with respect to the Patents and Trademarks.
- (vi) All proceeds of any and all of the foregoing.

“**Specified Patent**” means each of the Patents listed on Schedule A, together with all continuations, continuations-in-part, divisions, foreign counterparts, reissues, reexaminations, renewals and extensions thereof.

“**Specified Trademark**” means each of the Trademarks listed on Schedule B, together with all divisions, foreign counterparts, renewals and extensions thereof.

“**Trademark**” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. Grant of Security Interest.

In order to secure the Secured Obligations (as defined in the Credit Agreement), the Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Patent and Trademark Collateral to the Administrative Agent.

3. Representations and Warranties.

The Debtor represents and warrants that it owns each of the Specified Patents and Specified Trademarks indicated with respect to it on Schedules A and B, respectively, free and clear of any Lien other than Liens permitted under the Loan Documents.

4. General Rights and Obligations.

Except as expressly set forth herein, the rights and obligations of the Debtor and the Administrative Agent with respect to the Patent and Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

5. Continuing Effect.

This Agreement and the Administrative Agent’s security interest in the Patent and Trademark Collateral shall continue in full force and effect until Payment in Full (as defined in the Credit Agreement).

6. Counterparts.


This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Signature pages follow.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DEBTOR:

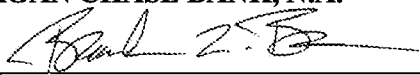
GEO-COMM, INC.

By: 
Name: John Bryant
Title: Chief Executive Officer

Signature Page to Patent and Trademark Security Agreement

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Brandon Brauer

Title: Authorized Officer

Schedule A
PATENTS AND PATENT APPLICATIONS

U.S. Patent Registrations

Country	Registered Owner	Patent Name	Issue / Application Date	Registration / Application Number
USA	Geo-Comm, Inc.	System and Methods for Three-Dimensional Volumetric Indoor Location Geocoding	Issue Date: February 23, 2021	Patent Number: 10,928,202
USA	Geo-Comm, Inc.	Processing an Emergency Services Call	Issue Date: April 7, 2020	Patent Number: 10,616,412
USA	Geo-Comm, Inc.	System and Methods for Large-Scale Automated Indoor Map Data Georeferencing	Issue Date: November 30, 2021	Patent Number: 11,190,902
USA	Geo-Comm, Inc.	System And Method For Translating Geodetic Position Measurements Of Emergency Caller Locations Into Dispatchable Address Locations	Issue Date: September 13, 2022	Patent Number: 11,445,354
USA	Geo-Comm, Inc.	System and Method for Automatic Detection, Reporting and Aerial Surveillance of Emergency Incidents ¹	Application Date: November 25, 2020 (claims priority to 62/940,838, filed November 26, 2019)	Application Number: 17/105,209
USA	Geo-Comm, Inc.	911 Geospatial Data Transcoder ²	Application Date: November 25, 2020 (claims priority to 62/943,624, filed December 4, 2019)	Application Number: 17/105,225
USA	Geo-Comm, Inc.	SYSTEMS AND METHODS FOR INDOOR MAPPING AUTOMATION VIA BLOCKCHAIN TOKENIZED GAMIFICATION ³	Application Date: November 15, 2022 (continuation-in-part of 17/132,693, filed December 23, 2020) (claims priority to 62/990,862, filed March 17, 2020)	Application Number: 17/987,206

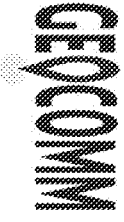
¹ This patent application was filed as a non-publication patent and remains in application status.

² This patent application was filed as a non-publication patent and remains in application status.

³ This patent application was filed as a non-publication patent and remains in application status.

Schedule B
TRADEMARKS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations

Country / State	Registered Owner	Mark	Trademark Description	Filing Date	Serial Number	Registration Date	Registration Number
USA	Geo-Comm, Inc.	 GEOCOMM (Design)	Downloadable geographic information system (GIS) software. Providing on-line non-downloadable geographic information system (GIS) software; Engineering services, namely, engineering for the public safety industry.	June 13, 2017	87,486,159	April 23, 2019	5,734,518
USA	Geo-Comm, Inc.	GEOLYNX	Computer software for dispatch mapping.	March 4, 2006	78,829,399	January 2, 2007	3,193,778
USA	Geo-Comm, Inc.	GEOCOMM	public safety consulting and engineering.	February 19, 1998	75,436,843	October 26, 1999	2,289,559
USA	Geo-Comm, Inc.	PUBLIC SAFETY LOCATION INTELLIGENCE	Providing on-line non-downloadable geographic information system software; Providing on-line non-downloadable electronic data files featuring electronic maps of locations and buildings; Providing on-line non-	June 19, 2020	90,010,902	December 22, 2020	6,230,520

Country / State	Registered Owner	Mark	Trademark Description	Filing Date	Serial Number	Registration Date	Registration Number
			<p>downloadable electronic data files featuring georeferenced data for buildings; Providing on-line non-downloadable electronic data files featuring electronic data regarding locations of incidents needing emergency personnel response and locations of emergency personnel; Providing on-line non-downloadable computer software for dispatching emergency personnel; Providing on-line non-downloadable geographic location validation software; Application service provider featuring application programming interface (API) software for receiving data about location; analyzing the data and transmitting information to emergency personnel; Platform as a service (PaaS) featuring computer software platforms for receiving data about locations, analyzing the data and transmitting information to emergency personnel; Application service provider</p>				

Country / State	Registered Owner	Mark	Trademark Description	Filing Date	Serial Number	Registration Date	Registration Number
			(ASP) featuring software for receiving data about locations, analyzing the data and transmitting information to emergency personnel.				

TRADEMARK

REEL: 007985 FRAME: 0988

RECORDED: 12/01/2022