PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3636415

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
I-VIEW NOW LLC	09/09/2015

RECEIVING PARTY DATA

Name:	CONNECTED HOLDINGS, LLC
Street Address:	4740 VON KARMAN
Internal Address:	SUITE 120
City:	NEWPORT BEACH
State/Country:	CALIFORNIA
Postal Code:	92660

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8417090

CORRESPONDENCE DATA

Fax Number: (865)525-5293

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: 8655460500
Email: tedmundson@emlaw.com
Correspondent Name: TRACY G. EDMUNDSON
Address Line 1: 900 S. GAY STREET
Address Line 2: RIVERVIEW TOWER, 14TH FLOOR
Address Line 4: KNOXVILLE, TENNESSEE 37902

ATTORNEY DOCKET NUMBER:	8285.1
NAME OF SUBMITTER:	TRACY G. EDMUNDSON
SIGNATURE:	/Tracy G. Edmundson/
DATE SIGNED:	12/01/2015

Total Attachments: 10
source=Security Agreement - Patent No 8417090#page1.tif
source=Security Agreement - Patent No 8417090#page2.tif
source=Security Agreement - Patent No 8417090#page3.tif
source=Security Agreement - Patent No 8417090#page4.tif

source=Security Agreement - Patent No 8417090#page5.tif
source=Security Agreement - Patent No 8417090#page6.tif
source=Security Agreement - Patent No 8417090#page7.tif
source=Security Agreement - Patent No 8417090#page8.tif
source=Security Agreement - Patent No 8417090#page9.tif
source=Security Agreement - Patent No 8417090#page10.tif

SECURITY AGREEMENT

This **SECURITY AGREEMENT** (this "Agreement") is made and entered into as of September 9, 2015, by and between **I-VIEW NOW LLC**, a Nevada limited liability company ("Debtor"), and **CONNECTED HOLDINGS, LLC**, a Tennessee limited liability company ("Lender").

RECITALS:

In order to induce Lender to extend to Debtor a $150,000 revolving line of credit (the "Credit Facility"), Debtor has agreed to grant a continuing security interest in the Collateral (as hereinafter defined) to secure the Obligations (as hereinafter defined).

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, the parties hereto agree as follows:

ARTICLE I.
DEFINITIONS

For purposes of this Agreement, in addition to the terms described elsewhere in this Agreement, the following terms shall have the meanings set forth below:

Section 1.01 **"Collateral"** shall have the meaning assigned in Section 2.01 below.

Section 1.02 **"Event of Default"** means the happening of any one of the occurrences which are Events of Default under Article VI of this Agreement.

Section 1.03 **"Governmental Authority"** means the United States, the State of Tennessee, any political subdivision of either, and any agency, department, commission, board, bureau or instrumentality of any of them.

Section 1.04 **"Lien"** means any lien, mortgage, security interest, tax lien, pledge, encumbrance, conditional sale or title retention arrangement, or any other interest in property designed to secure the repayment of indebtedness, whether arising by agreement or under any statute or law, or otherwise.

Section 1.05 **"Loan Documents"** means this Agreement, the Note, and such financing statements, subordination agreements, estoppel certificates, consents, waivers, documents, and instruments as may be executed in connection with the Note.

Section 1.06 **"Note"** means that certain Promissory Note, dated as of the date hereof, from Debtor to Lender, in the original principal amount of $150,000.00.

Section 1.07 **"Obligations"** means:

(a) all present and future indebtedness, obligations and liabilities of Debtor to Lender, including without limitation those evidenced by and arising pursuant to the Note or any Loan Document, regardless of whether such indebtedness, obligations and liabilities are direct, indirect, fixed, contingent, joint, several, or joint and several;

(b) all costs incurred by Lender to obtain, preserve, perfect and enforce the Liens and security interests securing payment of such indebtedness, liabilities and obligations, and to maintain preserve and collect the property in which Lender has been granted a lien to secure payment of the obligations described herein, or any part thereof, including but not limited to, taxes, assessments, reasonable attorney fees and legal expenses, brokerage fees and expenses of sale; and

(c) all renewals, extensions, modifications and increases of the indebtedness referred to in the foregoing clauses, or any part thereof.

Section 1.08 **"Organizational Documents"** means Debtor's articles of organization and operating agreement, together with any and all other voting agreements or other documents evidencing any agreement between the holders of the ownership interests of Debtor as respects Debtor and their interests therein.

Section 1.09 **"Patent"** means all of Debtor's rights, priorities and privileges relating to the following patent:

(i) US Patent: 8,417,090
Title: System and method for management of surveillance devices and surveillance footage
Issued: April 9, 2013
Inventor: Matthew Joseph Fleming
Current owner: I-View Now LLC;

and all rights to sue at law or in equity for any infringement or other impairment thereof, including, without limitation, the right to receive all Proceeds therefrom, and to perform and to exercise all remedies thereunder.

Section 1.10 **"Permitted Encumbrances"** means those liens more particularly described on Exhibit A attached hereto and incorporated herein by reference.

Section 1.11 **"Person"** means any individual, sole proprietorship, corporation, limited liability company, association, partnership, organization, business, individual or government or political subdivision thereof or any governmental agency.

Section 1.12 **"Proceeds"** means all accessions to, substitutions for and replacements, products and proceeds of the Collateral, including, but not limited to, proceeds of any insurance policies, claims against third parties, and condemnation or requisition payments with respect to all or any of the foregoing.

Section 1.13 **"Uniform Commercial Code" or "UCC"** means the Uniform Commercial Code as in effect on the date hereof in the State of Tennessee, as it may be amended from time to time; provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of a security interest in any Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than Tennessee, "Uniform Commercial Code" or "UCC" means the Uniform Commercial Code in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

All capitalized terms not specifically defined herein, unless the context indicates otherwise, shall have the meanings provided in the Note or the UCC to the extent the same are used or defined therein.

ARTICLE II.
SECURITY

Section 2.01 Grant of Security Interest. As security for all Obligations, Debtor hereby grants to Lender a continuing security interest in, lien on, assignment of and right of set-off against, all of the personal property of Debtor, whether now owned or hereafter acquired, and wherever located, including, without limitation the following assets of Debtor:

(a) The Patent; and
(b) to the extent not otherwise included above, all Proceeds, tort claims, insurance claims, and other rights to payments not otherwise included in the foregoing, all products of the foregoing, all accessions to, substitutions and replacements for, and profits of the foregoing.

All of the foregoing shall be collectively referred to herein as the "Collateral."

Section 2.02 Use of Collateral. The Collateral shall be used solely in the Debtor's businesses and shall remain in the Debtor's possession or control at all times.

Section 2.03 Releases and Extensions. Without notice to or further assent by Debtor, Debtor's liability or the liability of any other party for or upon any Obligation may, from time to time, in whole or in part, be renewed, extended, modified, prematured, compromised or released by Lender, as Lender may deem advisable, and the Collateral or other collateral or Liens for any of the Obligations may, from time to time, in whole or in part, be released, exchanged, sold or surrendered by Lender, as Lender may deem advisable, all without impairing, abridging, affecting or diminishing this Agreement or Lender's rights hereunder or with respect to the Collateral.

Section 2.04 Disbursements by Lender. Should Debtor fail to pay when due any tax, assessment, or governmental charge levied or assessed against any of the Collateral, or any premium for any insurance required hereunder, and should Lender, in its sole, but reasonable, discretion, pay any of the aforesaid obligations of Debtor, then the amount or amounts so paid shall be added to the Obligations secured hereby, and shall be due from Debtor to Lender upon demand, with interest at the applicable default rate pursuant to the Loan Documents.

Section 2.05 Perfection of Security Interest. The security interests granted hereunder have been, or upon filing of financing statements with the Secretary of State of Tennessee will be, properly perfected and shall constitute at all times a valid and perfected security interest in favor of Lender in and upon the Collateral.

Section 2.06 Priority. The security interest hereunder is a first priority security interest in the Collateral except for Permitted Encumbrances and is not and hereinafter shall not become subordinate or junior to any Liens or claims of any other Person.

Section 2.07 Further Assistance. At its expense, Debtor shall execute and deliver to Lender concurrently with the execution of this Agreement, and at any time or times hereafter at the request of Lender, all assignments, certificates of title, conveyances, assignment statements, additional financing statements, security agreements, affidavits, notices and all other agreements, instruments and documents that Lender may reasonably request, each in a form reasonably satisfactory to Lender, and shall take any and all other steps reasonably requested by Lender, in each case, in order to perfect and maintain the security interests and Liens granted herein and to fully consummate all of the transactions contemplated in this Agreement, including, without limitation, (a) recording or filing such financing statements and other documents as may from time to time be reasonably requested by Lender with such Governmental Authorities as may be necessary or advisable in order to perfect, establish, confirm and maintain the security interests and Liens created hereunder, and (b) defending the title of Debtor to the Collateral by means of negotiation with and, if appropriate in the exercise of sound business judgment, appropriate legal proceedings against, each and every party claiming an interest therein contrary or adverse to the Debtor's title to same.

Section 2.08 Irrevocable Attorney-in-fact. Debtor hereby irrevocably appoints Lender and any agent or officer thereof as the Debtor's attorney-in-fact (a) to do all acts and things which Lender may deem necessary or appropriate in order to perfect and to continue the first priority perfected status of the security interests created by this Agreement and to protect the Collateral, including, without limitation, the filing of Uniform Commercial Code Financing Statements, Uniform Commercial Code Amendments and Uniform Commercial Code Continuation Statements covering the Collateral wherever Lender deems appropriate; and (b) to perform such other acts in connection with the Collateral, as Lender determines to be necessary or appropriate to effectuate the purposes of this Agreement. The powers granted herein are coupled with an interest and shall be irrevocable as long as any Obligations are outstanding.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

In order to induce Lender to enter into this Agreement and extend the Credit Facility, Debtor hereby represents and warrants to Lender as follows:

Section 3.01 Organization and Qualification. Debtor (a) is duly organized, validly existing and in good standing under the laws of the state of its organization; (b) is duly qualified as a foreign entity to do business in every jurisdiction where its ownership or leasing of property or the conduct of its business requires such qualification, and is in good standing in each of such jurisdictions; and (c) has not been known by, or used, any fictitious or trade names in the United States.

Section 3.02 Authority. Debtor has full right, power and authority to carry on its business as now conducted and to hold property and to enter into and perform its obligations under this Agreement and the Loan Documents.

Section 3.03 Enforceability. This Agreement and the Loan Documents, have been duly authorized, executed, and delivered by Debtor, and assuming due authorization, execution and delivery by the other parties thereto, each is enforceable against any and all of the Debtor in accordance with its respective terms.

Section 3.04 No Conflicts. The Debtor's execution and delivery of this Agreement and the Loan Documents are not, and its performance of its obligations thereunder and hereunder will not conflict with or constitute or result in a default under or violation of (i) the Organizational Documents of the Debtor, (ii) any agreement or other instrument to which the Debtor is a party or by which the Debtor is bound, or (iii) any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Debtor or the Debtor's property, and no event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

Section 3.05 Consents and Approvals. Neither the consent or approval of, nor giving of notice to, registration with, or taking of any action in respect of or by, any Governmental Authority is required with respect to the execution, delivery and performance of this Agreement or any of the Loan Documents.

Section 3.06 Name of Debtor. The exact name of the Debtor is as set forth in the Preamble of this Agreement.

Section 3.07 Continuing Representations and Warranties. All representations and warranties made by Debtor in this Agreement shall survive the extension of the Credit Facility contemplated hereby, and the closing, execution, and delivery of this Agreement and the Loan Documents.

ARTICLE IV.
COLLATERAL

In order to induce Lender to enter into this Agreement and extend the Credit Facility, Debtor hereby agrees as follows:

Section 4.01 Inspection. Upon or after the occurrence of an Event of Default (whether or not any or all the Obligations are accelerated in consequence thereof), Lender (by any of its officers, employees and agents) shall have the right, within three (3) business days notice and during Debtor's usual business hours, to inspect the Collateral, all records related thereto (and to make extracts or copies from such records), or any other matter relating to the Collateral. Also upon or after an Event of Default Lender may at any time and from time to time employ and maintain on the Debtor's premises a custodian selected by Lender who shall have full authority to do all acts reasonably necessary to protect Lender's interest. All reasonable expenses incurred by Lender by reason of the employment of such custodian shall be paid by the Debtor, added to the Obligations and secured by the Collateral.

Section 4.02 <u>Safekeeping of Collateral</u>. Debtor shall be responsible for the safekeeping of the Collateral, and in no event shall Lender have any responsibility for:

(a) any loss or damage to Collateral or destruction thereof occurring or arising in any manner or fashion from any cause; or

(b) any diminution in value of Collateral.

ARTICLE V.
COVENANTS OF DEBTOR

To induce Lender to enter into this Agreement and the other Loan Documents, Debtor covenants and agrees with Lender as follows:

Section 5.01 <u>Collateral Free from Encumbrances</u>. The Collateral is and shall remain free and clear of Liens except for Permitted Encumbrances.

Section 5.02 <u>Title Warranty</u>. Debtor warrants and represents that it is and will continue to be the owner of the Collateral, and will defend the Collateral against all claims and demands of persons at any time claiming the same or any interest therein.

Section 5.03 <u>Repayment of Debt</u>. Debtor will pay and perform all of the Obligations secured hereby to Lender as and when the same shall be due and payable, whether at maturity, by acceleration or otherwise, and will perform all terms of all notes, agreements, or instruments evidencing or securing the said indebtedness, and the terms of this Agreement and any other Loan Documents.

Section 5.04 <u>Insurance</u>. Debtor shall maintain in full force and effect insurance policies in such amounts as Lender shall require, insuring the Collateral against such insurable hazards, casualties and contingencies as Lender may require. All policies shall contain a New York standard, endorsement making losses payable to Lender, as loss payee. Lender hereby is authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Collateral, and to collect and receive the proceeds from any such policy or policies. Each insurance company hereby is authorized and directed to make payment for all such losses directly to Lender instead of to the Debtor and Lender jointly. After deducting from said insurance proceeds any expenses incurred by Lender in the collection or handling of said funds, Lender may apply the net proceeds, at its option, either toward repairing or restoring the Collateral, or as a credit on any portion of the Debtor's indebtedness selected by Lender, whether then matured or to mature in the future, or at the option of Lender, such sums either wholly or in part may be used to repair such improvements, or to build new improvements in their place or for any other purpose and in a manner satisfactory to Lender, all without affecting the lien of this Agreement for the full amount secured hereby before such payment took place. Lender shall not be liable to Debtor or otherwise responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

Section 5.05 <u>Change of Name</u>. Until all the obligations of Debtor under this Agreement to be performed and paid shall have been performed and paid in full, and for so long as any indebtedness of Debtor to Lender shall be outstanding, Debtor will not directly or indirectly without the prior written approval of Lender change its name, identity or organizational structure in any manner, which might make any financing or continuation statement filed hereunder seriously misleading within the meaning of the Uniform Commercial Code, unless Debtor shall have given Lender at least 90 days' prior written notice thereof or shall have delivered to Lender copies of UCC-3 financing statements duly filed in each jurisdiction in which UCC-1 filings were required in order to perfect the security interest granted by this Agreement and shall have taken all action (or made arrangements to take such action substantially simultaneously with such change if it is impossible to take such action in advance) necessary or reasonably requested by Lender to amend such financing statement or continuation statement so that it is not seriously misleading.

ARTICLE VI.
EVENTS OF DEFAULT

At the option of Lender, Debtor shall be in default hereunder and the Obligations secured hereby shall become due and payable immediately, upon the happening of any of the following events or conditions, any one or more of which shall constitute an Event of Default:

Section 6.01 <u>**Failure to Pay**</u>. The failure to pay, promptly as and when due or within ten days thereafter, the principal of, or interest on, the Note or the failure to pay any other Obligation; provided, however, that Debtor shall not be entitled to more than two (2) such grace periods in any period of twelve (12) consecutive months.

Section 6.02 <u>**Untrue Statement**</u>. Any representation or warranty made by Debtor to Lender or its agents concerning the financial condition or credit standing of Debtor or any representation or warranty contained in this Agreement or any Loan Document proves to be incorrect or untrue in any material respect at the time it was made.

Section 6.03 <u>**Nonpayment Default**</u>. The failure by Debtor to duly perform and observe any covenant (other than a covenant to pay principal and interest), term, and condition set forth herein or in any Loan Document.

Section 6.04 <u>**Voluntary Bankruptcy**</u>. The filing by the Debtor of a voluntary petition in bankruptcy or the Debtor's adjudication as a bankrupt or insolvent, or the filing by the Debtor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for Debtor, or the Debtor's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of the Debtor, or the making of any general assignment for the benefit of creditors or the admission in writing of its inability to pay its debts generally as they become due.

Section 6.05 <u>**Involuntary Bankruptcy**</u>. The entry by a court of competent jurisdiction of any order, judgment, or decree approving a petition filed against the Debtor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency, or other relief for Debtor, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of the Debtor without the consent or acquiescence of Debtor, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive).

Section 6.06 <u>**Change of Ownership**</u>. Unless approved in advance by Lender, if there shall be any change in the ownership of the Debtor.

ARTICLE VII.
EFFECT OF DEFAULT

Upon the occurrence of an Event of Default, in addition to and not as a limitation on all other remedies provided by law or in any document delivered under this Agreement, Lender, in its sole discretion, may:

Section 7.01 <u>**Acceleration**</u>. Declare the full unpaid principal of and accrued interest on the Obligations and all other obligations of Debtor to Lender immediately due and payable, without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by Debtor.

Section 7.02 <u>**Attorney Fees**</u>. Require Debtor to pay Lender all reasonable attorney fees and all expenses that may be incurred with respect to any matter arising from, or related to this Agreement or the enforcement thereof.

Section 7.03 Disbursements by Lender. Add to the Obligations secured hereby, which shall be due from Debtor to Lender upon demand, with interest at the highest rate authorized by any Note secured hereby, any obligations of Debtor, including without limitation any tax, assessment, or governmental charge levied or assessed against any of the Collateral, or any premium for any insurance required hereunder, that has been paid by Lender due to the Debtor's failure to pay same. Nothing herein shall be construed to require Lender to make such payments on behalf of Debtor, but rather Lender may do so in its sole discretion.

Section 7.04 Transfers. Sell, assign, lease or otherwise dispose of all or any Collateral at public or private sale or sales, with such notice as may be required by law, in lots or in bulk, for cash or on credit, with or without representations and warranties, all as Lender in its sole discretion may deem advisable. Lender shall have the right to conduct such sales on the Debtor's premises or elsewhere and shall have the right to use the Debtor's premises without charge for such sales for such time or times as Lender may see fit. Lender may, if it deems it reasonable, postpone or adjourn any sale of the Collateral from time to time by an announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. Debtor agrees that Lender has no obligation to preserve rights to the Collateral against prior parties or to marshal any Collateral for the benefit of any Person. Lender may purchase all or any part of the Collateral at public or, if permitted by law, private sale, free from any right of redemption which is hereby expressly waived by Debtor and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Obligations. The net cash proceeds resulting from the collection, liquidation, sale, lease or other disposition of the Collateral shall be applied first to the expenses (including all reasonable attorney fees, including the expenses of in-house counsel, outside counsel and paralegals) of retaking, holding, storing, processing and preparing for sale, selling, collecting, liquidating and the like, and then to the satisfaction of all Obligations, application as to particular Obligations or against principal or interest to be in Lender's absolute discretion. Lender shall remit to Debtor or the Person entitled thereto any surplus remaining after all Obligations have been paid in full.

Section 7.05 Notice of Disposition. Give to Debtor notice of the time and place of any public sale of any of the Collateral, or of the time after which any private sale or any other intended disposition thereof is to be made by sending notice at least twenty (20) days before the time of the sale or other disposition, which provisions for notice Debtor agrees are commercially reasonable.

Section 7.06 Continuance of Remedies. Exercise, or continue to exercise, any and all rights and remedies regarding disposition of the Collateral, and all other rights, powers and remedies provided to Lender hereunder and by applicable law irrespective of the fact that portions of the Obligations may have been paid.

Section 7.07 Covenant to Pay Deficiency. Upon default, if the sale or other disposition of the Collateral fails to satisfy in full all of the Obligations secured hereby, which Obligations shall include the costs and expenses of retaking, holding, preparing for sale, selling and the like, including reasonable attorney fees (including the expenses of in-house counsel, outside counsel and paralegals) and all reasonable expenses incurred by Lender in connection with this Agreement or the indebtedness secured hereby, require Debtor to pay any such deficiency and Debtor hereby recognize its liability for the foregoing and agree to pay any such deficiency.

ARTICLE VIII.
MISCELLANEOUS

Section 8.01 Remedies Not Exclusive; No Waivers. No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to or otherwise available to Lender at law or in equity. No express or implied waiver by Lender of any Event of Default in this Agreement shall be, or shall be construed to be, a waiver of any subsequent Event of Default. The failure or delay of Lender in exercising any right shall not be deemed a waiver of that right, and a single or partial exercise of any right shall not preclude Lender's further exercise of that right or constitute a waiver of any other right provided in this Agreement. Every right, power and remedy herein given or otherwise available to Lender in law or in equity may be exercised from time to time and in such order as may be deemed expedient by Lender.

Section 8.02 Notice. Notices shall be given in accordance with the provisions of the Note.

Section 8.03 __Governing Law__. This Agreement shall be delivered in and shall in all respects be governed by and construed in accordance with the laws of the State of Tennessee except that the internal law of the State of Tennessee without resort to its laws of conflicts shall govern the terms and conditions contained in the Note which are incorporated by reference herein and the resolution of issues arising under the Note to the extent that such resolution is necessary to the interpretation of this Agreement.

Section 8.04 __Counterparts__. This Agreement may be executed in several counterparts, and it shall not be necessary that the signatures of all parties be contained on any one counterpart hereof; each of which shall be an original and all of which together shall constitute but one and the same instrument.

Section 8.05 __Entire Agreement__. This Agreement constitutes the final and entire agreement between the parties and supersedes any prior agreements, written or oral, between the parties. There are no other agreements between them, written or oral. None of the parties hereto have made any representation, warranty, or covenant not contained in this Agreement. Further, no amendment, modification, or waiver of, or supplement to, this Agreement shall be effective, unless it is in writing and signed by each party. The agreements made herein may not be modified, supplemented, or changed in whole or in part by any waiver (other than a written waiver signed by the parties), oral representation, or course of dealing.

Section 8.06 __Headings__. Captions, paragraph headings, or any table of contents are for convenience only and in no way limit or modify in any manner this Agreement.

Section 8.07 __Invalid Provisions__. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws during the term of this Agreement, such provision shall be fully severable; and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of such Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

Section 8.08 __No Assignment__. No right, obligation or benefit under this Agreement may be assigned or transferred in whole or in part by Debtor.

Section 8.09 __No Third Party Beneficiaries__. All provisions herein are solely and exclusively for the benefit of the parties hereto and their successors and assigns. No other person shall have standing to require compliance with this Agreement, and no other person shall, under any circumstances, be deemed to be a beneficiary hereof

[Signature Page Follows]

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

I-VIEW NOW LLC

By: ______________________________

Name: Larry Folsom

Title: Manager

By: ______________________________

Name: Alexander Zukovski

Title: Manager

CONNECTED HOLDINGS, LLC

By: ______________________________

Name: Brian Boling

Title: CEO

719068v4

EXHIBIT A

Permitted Encumbrances

719068v4