

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3879867

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TOTAL RECALL CORPORATION	05/17/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	AMERICAN CAPITAL, LTD., AS AGENT	
<b>Street Address:</b>	2 BETHESDA METRO CENTER, 14TH FLOOR	
<b>City:</b>	BETHESDA	
<b>State/Country:</b>	MARYLAND	
<b>Postal Code:</b>	20814	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	D752126
	<b>Patent Number:</b>	9182653
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(312)577-4565	
<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>		
<b>Phone:</b>	3125778265	
<b>Email:</b>	kristin.brozovic@kattenlaw.com	
<b>Correspondent Name:</b>	KRISTIN BROZOVIC C/O KATTEN	
<b>Address Line 1:</b>	525 W MONROE STREET	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661	
<b>ATTORNEY DOCKET NUMBER:</b>	384287-11	
<b>NAME OF SUBMITTER:</b>	KRISTIN BROZOVIC	
<b>SIGNATURE:</b>	/Kristin Brozovic/	
<b>DATE SIGNED:</b>	05/19/2016	
<b>Total Attachments: 6</b>		
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 18, 2014 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BETWEEN ALLY BANK, AS THE FIRST LIEN AGENT AND AMERICAN CAPITAL, LTD. AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

#### GRANT OF SECURITY INTEREST IN PATENTS (SECOND LIEN)

GRANT OF SECURITY INTEREST IN PATENTS (SECOND LIEN), May 17, 2016, by TOTAL RECALL CORPORATION a New York corporation ("Grantor"), in favor of AMERICAN CAPITAL, LTD., a Delaware corporation, as administrative agent ("Agent").

#### WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Loan and Security Agreement dated as of December 18, 2014 by and among Convergent Technologies LLC, a Delaware limited liability company ("Borrower"), Grantor, the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Second Lien Loan Agreement"), the Lenders have agreed to make Loans and to extend Letters of Credit for the benefit of Borrower and the other Loan Parties; and

WHEREAS, as security for the Loan Parties' obligations under the Second Lien Loan Agreement, pursuant to the terms of the Second Lien Loan Agreement, Grantor granted to Agent, for the benefit of Agent and the Lenders, a continuing security interest in, lien on, and right of set-off against all Patents (as defined in the Second Lien Loan Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Loan Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing security interest in, and lien upon, all of Grantor's presently existing or hereafter arising right, title and interest in and to all registered Patents referred to on Schedule A hereto (the "Registered Patents").

3. SECOND LIEN LOAN AGREEMENT. The security interests granted pursuant hereto are one and the same as those granted to Agent, on behalf of itself and the Lenders, pursuant to the Second Lien Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Registered Patents made and granted hereby are more fully set

forth in the Second Lien Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Grant of Security Interest in Patents may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.

5. APPLICABLE LAW. This Grant of Security Interest in Patents shall be governed by, and construed in accordance with, the laws of the State of New York (without regard to principles of conflicts of law).

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Patents to be executed and delivered by its duly authorized officer as of the date first set forth above.

**TOTAL RECALL CORPORATION**

By:   
Name: Alan C. Bergschneider  
Title: Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

**AMERICAN CAPITAL, LTD.,**  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

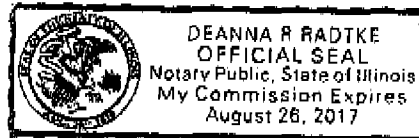
Grant of Security Interest in Patents

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois )  
 ) ss.:  
COUNTY OF Cook )

On this 17<sup>th</sup> day of May, 2016, before me personally came Alan C. Bergschneider, to me known, who being duly sworn, did depose and say, that he is the Chief Financial Officer of Total Recall Corporation, the entity described in and which executed the foregoing instrument.

Deanna Radtke  
Notary Public



Acknowledgment of Grantor to  
Grant of Security Interest in  
Patents

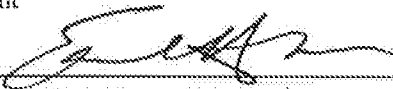
IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Patents to be executed and delivered by its duly authorized officer as of the date first set forth above.

**TOTAL RECALL CORPORATION**

By: \_\_\_\_\_  
Name: Alan C. Bergschneider  
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AMERICAN CAPITAL, LTD.,  
as Agent

By:  \_\_\_\_\_  
Name: SAM KWON  
Title: MANAGING DIRECTOR & SVP

Grant of Security Interest in Patents

**Schedule A**

**Patents**

<b>Patent Title</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Number</b>	<b>Registration Date</b>	<b>Country</b>
Mobile Surveillance Camera Enclosure	D/504,208	October 2, 2014	US D752,126	March 22, 2016	United States
Convertible Mobile Surveillance Camera Enclosure for Selectively Protecting Camera Dome	14/505,390	October 2, 2014	US 9,182,653 B2	November 10, 2015	United States