

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4250240

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
ENFORCEMENT VIDEO, LLC (A TEXAS LIMITED LIABILITY COMPANY)		12/29/2016
RECEIVING PARTY DATA		
Name:	TEXAS CAPITAL BANK (NATIONAL BANKING ASSOCIATION)	
Street Address:	2000 MCKINNEY AVENUE, SUITE 700	
Internal Address:	ATTN: JEFF SCOTT	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75201	
PROPERTY NUMBERS Total: 22		
Property Type	Number	
Application Number:	12181571	
Application Number:	11249662	
Application Number:	12228773	
Application Number:	12362381	
Application Number:	12780050	
Application Number:	12362302	
Application Number:	12509939	
Application Number:	12694931	
Application Number:	14072518	
Application Number:	13489615	
Application Number:	14224100	
Application Number:	15078122	
Application Number:	12371189	
Application Number:	12779492	
Application Number:	12779564	
Application Number:	12780092	
Application Number:	13095107	
Application Number:	13913927	
Application Number:	14254384	

PATENT

Property Type	Number
Application Number:	14942838
Application Number:	15166701
Application Number:	13109557

CORRESPONDENCE DATA

Fax Number: (214)200-0853

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: 2109787487

Email: venisa.dark@haynesboone.com

Correspondent Name: VENISA DARK, HAYNES AND BOONE LLP

Address Line 1: 2323 VICTORY AVENUE, SUITE 700

Address Line 4: DALLAS, TEXAS 75219

ATTORNEY DOCKET NUMBER:	26827.245_MONIERN
NAME OF SUBMITTER:	VENISA DARK
SIGNATURE:	/Venisa Dark/
DATE SIGNED:	01/30/2017

Total Attachments: 7

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RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”) dated as of December 29, 2016, is made by Enforcement Video, LLC, a Texas limited liability company (“**Debtor**”), in favor of Texas Capital Bank, National Association, a national banking association (“**Administrative Agent**”).

WHEREAS, Debtor, Administrative Agent and certain lenders party thereto (each a “**Lender**” and collectively “**Lenders**”) are entering into a Sixth Amendment to Amended and Restated Credit Agreement dated as of the date hereof (the “**Sixth Amendment**”) pursuant to which certain modifications are being made to that certain Amended and Restated Credit Agreement dated as of February 21, 2013 (as it has been and may further be amended, restated or modified from time to time, the “**Credit Agreement**”) originally by and between Debtor and Texas Capital Bank, National Association and now, pursuant to the Sixth Amendment, by and among Grantor, Administrative Agent and the Lenders; and

WHEREAS, as a condition precedent to the making of the loans by Lenders under the Credit Agreement, Debtor has executed and delivered in favor of Administrative Agent that certain Restated Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Restated Security Agreement**”); and

WHEREAS, under the terms of the Credit Agreement and the Restated Security Agreement, Debtor has granted to Administrative Agent a security interest in, among other property, all Intellectual Property of Debtor; and

WHEREAS, Debtor has agreed to execute this Restated IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Definitions. Terms defined in the Credit Agreement have the same meanings when used herein unless otherwise defined herein or the context hereof otherwise requires.

2. Grant of Security. Debtor hereby grants to Administrative Agent a security interest in all of Debtor’s right, title and interest in and to the following (the “**Collateral**”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “**Trademarks**”);
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Debtor, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

3. Security for Liabilities. The grant of a security interest in the Collateral by Debtor under this Restated IP Security Agreement secures the prompt and complete payment and performance when due of all Obligations.

4. Recordation. Debtor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental authority record this Restated IP Security Agreement.

5. Execution in Counterparts. This Restated IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Grants, Rights and Remedies. This Restated IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Security Agreement. Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement and the Restated Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. Governing Law. This Restated IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

8. Amendment and Restatement. This Restated IP Security Agreement is executed in amendment and restatement of, and supersedes in its entirety, that certain Amended and Restated IP Security Agreement dated February 21, 2013, by Debtor for the benefit of Administrative Agent.

[Remainder of Page Intentionally Left Blank]

EXECUTED as of the day, month and year first above written.

ENFORCEMENT VIDEO, LLC

Address for Notices:
415 Century Parkway
Allen, TX 75013

By: _____

David Walker
David Walker
Chief Financial Officer

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on December ^{28th}, 2016, by David Walker, Chief Financial Officer of Enforcement Video, LLC, a Texas limited liability company, on behalf of said limited liability company.

Terril L Turner

Notary Public, State of Texas



SCHEDULE A**PATENTS****Patents:**

TITLE	LISTED OWNER	APP. DATE	APP. NO.	REG. DATE	REG. NO.
BALLISTIC TIRE- DEFLATION DEVICE FOR SECURITY VEHICLES	Enforcement Video, LLC	7/29/08	12181571	3/1/11	7895788
METHOD OF AND SYSTEM FOR MOBILE SURVEILLANCE AND EVENT RECORDING	Enforcement Video, LLC	10/12/05	11249662	12/20/11	8081214
RANGE-SENSITIVE WIRELESS MICROPHONE WITH OUT-OF-RANGE RECORDING FEATURE	Enforcement Video, LLC	8/15/08	12228773	2/21/12	8121306
OMNIDIRECTIONAL CAMERA FOR USE IN POLICE CAR EVENT RECORDING	Enforcement Video, LLC	1/29/09	12362381	7/24/12	8228364
METHOD OF AND SYSTEM FOR MOBILE SURVEILLANCE AND EVENT RECORDING	Enforcement Video, LLC	5/14/10	12780050	7/16/13	8487995
LASER-BASED SPEED DETERMINATION DEVICE FOR USE IN A MOVING VEHICLE	Enforcement Video, LLC	1/29/09	12362302	12/3/13	8599368
METHOD AND SYSTEM OF EXTENDING BATTERY LIFE OF A WIRELESS MICROPHONE UNIT	Enforcement Video, LLC	7/27/09	12509939	4/29/14	8712362
METHOD AND SYSTEM FOR CATEGORIZED EVENT RECORDING OF IMAGES IN MULTIPLE RESOLUTION LEVELS	Enforcement Video, LLC	1/27/10	12694931	3/17/15	8982944
LASER-BASED SPEED DETERMINATION DEVICE FOR USE IN A MOVING VEHICLE	Enforcement Video, LLC	11/5/13	14072518	9/15/15	9134338
OMNIDIRECTIONAL CAMERA FOR USE IN POLICE CAR EVENT RECORDING	Enforcement Video, LLC	6/6/12	13489615	2/16/16	9262800

SCHEDULE A

PATENT
REEL: 041564 FRAME: 0711

METHOD AND SYSTEM OF EXTENDING BATTERY LIFE OF A WIRELESS MICROPHONE UNIT	Enforcement Video, LLC	3/25/14	14224100	4/26/16	9326062
METHOD AND SYSTEM OF EXTENDING BATTERY LIFE OF A WIRELESS MICROPHONE UNIT	Enforcement Video, LLC	3/23/16	15078122	12/6/16	9516398
SYSTEM AND METHOD FOR HIGH-RESOLUTION STORAGE OF IMAGES	Enforcement Video, LLC	2/13/09	12371189	-	-
METHOD OF AND SYSTEM FOR MOBILE SURVEILLANCE AND EVENT RECORDING	Enforcement Video, LLC	5/13/10	12779492	-	-
METHOD OF AND SYSTEM FOR MOBILE SURVEILLANCE AND EVENT RECORDING	Enforcement Video, LLC	5/13/10	12779564	-	-
METHOD OF AND SYSTEM FOR MOBILE SURVEILLANCE AND EVENT RECORDING	Enforcement Video, LLC	5/14/10	12780092	-	-
METHOD AND SYSTEM FOR SINGLE-CAMERA LICENSE-PLATE RECOGNITION AND MAGNIFICATION	Enforcement Video, LLC	4/27/11	13095107	-	-
METHOD OF AND SYSTEM FOR MOBILE SURVEILLANCE AND EVENT RECORDING	Enforcement Video, LLC	6/10/13	13913927	-	-
METHOD AND SYSTEM FOR SPLIT-SCREEN VIDEO DISPLAY	Enforcement Video, LLC	4/16/14	14254384	-	-
OMNIDIRECTIONAL CAMERA FOR USE IN POLICE CAR EVENT RECORDING	Enforcement Video, LLC	11/16/15	14942838	-	-
METHOD OF AND SYSTEM FOR MOBILE SURVEILLANCE AND EVENT RECORDING	Enforcement Video, LLC	5/27/16	15166701	-	-
METHOD AND SYSTEM FOR SPLIT-SCREEN VIDEO DISPLAY	Enforcement Video, LLC	5/17/11	13109557	5/27/14	8736680

SCHEDULE A

PATENT
REEL: 041564 FRAME: 0712

SCHEDULE B
TRADEMARKS

Trademarks:

MARK	LISTED OWNER	FILING DATE	SERIAL NO.	REG. DATE	REG. NO.
OUR SHIFT NEVER ENDS	Enforcement Video, LLC	9/23/16	87181936	-	-
VISTA	Enforcement Video, LLC	4/24/15	86609473	3/29/16	4925478
4RE	Enforcement Video, LLC	6/18/13	85963313	1/21/14	4470674
RECORD AFTER THE FACT	Enforcement Video, LLC	6/12/12	85649186	8/13/13	4382308
WATCH GUARD (and design)	Enforcement Video, LLC	7/17/09	77783878	8/17/10	3833759
WATCH GUARD	Enforcement Video, LLC	7/17/09	77783816	8/17/10	3833758

SCHEDULE C

COPYRIGHTS

None.

SCHEDULE C

RECORDED: 01/30/2017

PATENT
REEL: 041564 FRAME: 0714