504321145 04/13/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4367827

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
RAZBERI TECHNOLOGIES, INC.	03/27/2015

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 SIX MILE ROAD, M/C 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15099292

CORRESPONDENCE DATA

Fax Number:

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: 858-677-1400

Email: DEREK.MONTEBLANCO@DLAPIPER.COM

Correspondent Name: DLA PIPER LLP (US)

Address Line 1: 4365 EXECUTIVE DRIVE, SUITE 1100
Address Line 4: SAN DIEGO, CALIFORNIA 92121

NAME OF SUBMITTER:	MATT SCHWARTZ
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	04/13/2017

Total Attachments: 5

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PATENT 504321145 REEL: 042004 FRAME: 0363

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 27, 2015, by and between COMERICA BANK ("Bank") and RAZBERI TECHNOLOGIES, INC., a Delaware corporation ("Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to or for the benefit of Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of the date hereof by and between Grantor and Bank (as the same may be amended, modified, supplemented or restated from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation: (i) all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), (ii) the right to sue for past, present and future infringements, (iii) all rights corresponding thereto throughout the world and (iv) all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

13755 Hutton Dr., Suite 500 Farmers Branch, TX 75234 Attn: Chief Financial Officer

FAX: (214) 730-5307

Address of Bank:

39200 Six Mile Road, M/C 7578 Livonia, Michigan 48152 Attn: National Documentation Services RAZBERI TECHNOLOGIES, INC., a Delaware corporation

Name: Thomas J. Galva

Title:

BANK:

COMERICA BANK

By:

Name: Stephen

Title:

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u> <u>Registration Number</u> <u>Registration Date</u>

None.

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EXHIBIT B

Patents

Description	Patent/App. No.	File Date
Network Video Recorder System	14/494,201	09/23/2014
Network Video Recorder System	8,922,658 B2	09/30/2011
System and Method for a Security System	15/099,292	04/14/2016

EXHIBIT C

Trademarks

<u>Description</u>	Serial/Registration No.	File Date
SERVERSWITCH NVR	S/N 86173588	1/23/14
SERVERSWITCH	S/N 86173569	1/23/14
AUTO IP	S/N 77763836 3,990,580	6/19/09 7/5/11
AUTOIP	S/N 77746873 3,990,596	5/28/09 7/5/11
RAZEBERI	S/N 77654993 3,904,881	1/23/09 1/11/11
CAMERADEFENSE	S/N 87367126	3/10/17
SERVERSWITCHIQ	S/N 86961382	4/1/16
LOCBERI	S/N 86629849	5/14/15
VYNEWATCH	S/N 86629992	5/14/15

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RECORDED: 04/13/2017