

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4594941

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AGILENCE, INC.	08/01/2017
RECEIVING PARTY DATA	
Name:	WF FUND V LIMITED PARTNERSHIP (C/O/B AS WELLINGTON FINANCIAL LP AND WELLINGTON FINANCIAL FUND V)
Street Address:	40 KING STREET WEST
Internal Address:	SUITE 5001
City:	TORONTO, ON
State/Country:	CANADA
Postal Code:	M5H 3Y2
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	7088846
Patent Number:	7127083
Patent Number:	7136507
Patent Number:	7148912
Patent Number:	7499571
Patent Number:	8195598
Patent Number:	8649594
Application Number:	11977887
Application Number:	12802300
Application Number:	60520610
Application Number:	61003339
Application Number:	60854859
Application Number:	61217770
PCT Number:	US2007022726
Application Number:	10917063
Application Number:	10916966
Application Number:	10917009
CORRESPONDENCE DATA	
PATENT	

Fax Number: (617)502-5002

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: 617-248-5000

Email: PatentDocket@choate.com

Correspondent Name: CHOATE HALL & STEWART LLP-PATENT DOCKET

Address Line 1: TWO INTERNATIONAL PLACE

Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2009260-0038
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NAME OF SUBMITTER:	JOHN J. CAHILL
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SIGNATURE:	/John J. Cahill/
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DATE SIGNED:	09/14/2017
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made as of August 1, 2017, by and between AGILENCE, INC., a corporation duly organized and validly existing under the laws of the State of Delaware, (the "Grantor"), and WF FUND V LIMITED PARTNERSHIP (c/o/b as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND V) (the "Secured Party").

Introduction

Pursuant to the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time in accordance with the terms thereof, the "Loan Agreement") by and between Grantor and the Secured Party, the Secured Party has agreed, subject to the terms and conditions set forth therein, to make a term loan, revolving loan, and provide other financial accommodations to the Grantor (collectively, the "Loan"). Under the Loan Agreement, Grantor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Patent Collateral (as defined below) to secure all of the Secured Obligations under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Party to enter into the Loan Agreement and make the Loans to Grantor pursuant thereto, Grantor agrees, for the benefit of Secured Party, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. To secure the prompt performance of the Obligations, Grantor hereby pledges and grants to the Secured Party a lien on and a security interest in and to all of its right, title and interest in, to and under all of the following (the "Patent Collateral"):

- (a) patents for which registrations or applications for registration are listed on Schedule I attached hereto and all other registrations or applications for registrations of patents hereafter acquired by Grantor (collectively, the "Patents");
- (b) goodwill associated with such Patents; and
- (c) proceeds of any and all of the foregoing.

SECTION 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

SECTION 4. Termination. Upon (a) the disposition of Patent Collateral in accordance with the Loan Agreement or (b) the full and final discharge of the Secured Obligations and the termination of Secured Party's obligations under the Loan Agreement, the security interests granted herein shall automatically

terminate with respect to such Patent Collateral. Upon any such disposition or termination, Secured Party shall return, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by Secured Party hereunder to Grantor from which the Patent Collateral was received, and execute and deliver to Grantor such documents as that Grantor shall reasonably request to evidence such termination. Any such return, delivery, or evidence will be at Grantor's sole expense.

SECTION 5. Acknowledgment. Grantor further acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Financing Document. This Agreement is a Financing Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts and by electronic transmission, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

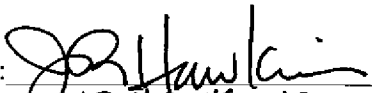
SECTION 8. Governing Law. This Agreement shall be construed under and governed by the laws of The State of New York without giving effect to the conflicts of laws principles thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

AGILENCE, INC.

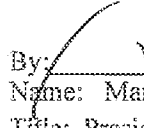
By: 
Name: J.R. HAWKINS
Title: CEO

[Signature Page to Patent Security Agreement]

PATENT
REEL: 043593 FRAME: 0586

SECURED PARTY:

**WF FUND V LIMITED PARTNERSHIP, c/o/b as
WELLINGTON FINANCIAL LP and
WELLINGTON FINANCIAL FUND V**

By: 
Name: Mark R. McQueen
Title: President & CEO

[Signature Page to Patent Security Agreement]

**PATENT
REEL: 043593 FRAME: 0587**

SCHEDULE I

<u>Title</u>	<u>Application/Publication No.:</u>	<u>Filing Date:</u>	<u>Country:</u>
VIDEO SURVEILLANCE SYSTEM THAT DETECTS PREDEFINED BEHAVIORS BASED ON PREDETERMINED PATTERNS OF MOVEMENT THROUGH ZONES	US 7,088,846 B2	8/8/2006	USA
VIDEO SURVEILLANCE SYSTEM WITH OBJECT DETECTION AND PROBABILITY SCORING BASED ON OBJECT CLASS	US 7,127,083 B2	10/23/2006	USA
VIDEO SURVEILLANCE SYSTEM WITH RULE-BASED REASONING AND MULTIPLE-HYPOTHESIS SCORING	US 7,136,507 B2	11/14/2006	USA
VIDEO SURVEILLANCE SYSTEM IN WHICH TRAJECTORY HYPOTHESIS SPAWNING ALLOWS FOR TRAJECTORY SPLITTING AND/OR MERGING	US 7,148,912 B2	12/12/2006	USA
VIDEO SURVEILLANCE SYSTEM WITH RULE-BASED REASONING AND MULTIPLE-HYPOTHESIS SCORING	US 7,499,571 B1	3/3/2009	USA
METHOD OF AND SYSTEM FOR HIERARCHICAL HUMAN/CROWD BEHAVIOR DETECTION	US 8,195,598 B2	6/5/2012	USA
ACTIVE AND ADAPTIVE INTELLIGENT VIDEO SURVEILLANCE SYSTEM	US 8,649,594 B1	2/11/2014	USA
APPARATUS FOR IMAGE CAPTURE WITH AUTOMATIC AND MANUAL FIELD OF INTEREST PROCESSING WITH A MULTIREOLUTION CAMERA	11/977,887	10/26/2007 (abandoned)	USA
AN ACTIVE AND	12/802,300	(abandoned)	USA

ADAPTIVE INTELLIGENT VIDEO SURVEILLANCE SYSTEM			
MULTIPLE OBJECT TRACKING, ALERT CONDITION DETECTION AND BACKGROUND MODELING	60/520,610	11/17/2003 (expired)	USA
METHOD AND APPARATUS FOR DESCRIPTIVE AND HIERARCHICAL HUMAN/CROWD BEHAVIOR DETECTION	61/003,339	11/16/2003 (expired)	USA
METHOD AND APPARATUS FOR MULTI- RESOLUTION DIGITAL PAN TILT ZOOM CAMERA WITH INTEGRAL OR DECOUPLED VIDEO ANALYTICS AND PROCESSOR	60/854,859	10/27/2006 (expired)	USA
AN ACTIVE AND ADAPTIVE INTELLIGENT VIDEO SURVEILLANCE SYSTEM	61/217,770	6/4/2009 (expired)	USA
AN APPARATUS FOR IMAGE CAPTURE WITH AUTOMATIC AND MANUAL FIELD OF INTEREST PROCESSING WITH A MULTI- RESOLUTION CAMERA	PCT/US2007/022726	10/26/2007 (expired)	USA
VIDEO SURVEILLANCE SYSTEM WITH CONNECTION PROBABILITY COMPUTATION THAT IS A FUNCTION OF OBJECT SIZE	10/917,063	8/12/2004 (abandoned)	USA
VIDEO SURVEILLANCE SYSTEM WITH TRAJECTORY HYPOTHESIS SCORING BASED ON AT LEAST	10/916,966	8/12/2004 (abandoned)	USA

ONE NON-SPATIAL PARAMETER			
VIDEO SURVEILLANCE SYSTEM WITH TRAJECTORY HYPOTHESIS SPAWNING AND LOCAL PRUNING	10/917,009	8/12/2004 (abandoned)	USA