

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6182202

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the PROPERTY NUMBERS previously recorded on Reel 047871 Frame 0771. Assignor(s) hereby confirms the SECURITY INTEREST.	
CONVEYING PARTY DATA		
	Name	Execution Date
	QOGNIFY LTD.	12/28/2018
	ON-NET SURVEILLANCE SYSTEMS INC.	12/28/2018
RECEIVING PARTY DATA		
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC	
Street Address:	311 SOUTH WACKER DRIVE, SUITE 6400	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 41		
Property Type	Number	
Application Number:	12414035	
Application Number:	09307718	
Application Number:	09987310	
Application Number:	10056049	
Application Number:	10478577	
Application Number:	10480365	
Application Number:	10482127	
Application Number:	10474380	
Application Number:	10490685	
Application Number:	10930254	
Application Number:	11006575	
Application Number:	11654027	
Application Number:	11868800	
Application Number:	12025291	
Application Number:	10536555	
Application Number:	12220354	
Application Number:	12208357	
Application Number:	12418675	

PATENT

Property Type	Number
Application Number:	12619695
Application Number:	12699015
Application Number:	12939728
Application Number:	13039341
Application Number:	13042483
Application Number:	13206851
Application Number:	13353333
Application Number:	13586884
Application Number:	13916375
Application Number:	13924571
Application Number:	14010556
Application Number:	14020853
Application Number:	14089243
Application Number:	14097555
Application Number:	14104609
Application Number:	14109995
Application Number:	14142854
Application Number:	14176346
Application Number:	14504424
Application Number:	14517856
Application Number:	14585409
Application Number:	14666338
Application Number:	15272540

CORRESPONDENCE DATA

Fax Number: (213)891-8763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	058258-0005
NAME OF SUBMITTER:	RHONDA DELEON
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	07/01/2020

Total Attachments: 9

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5303389

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
QOGNIFY LTD.	12/28/2018
ON-NET SURVEILLANCE SYSTEMS INC.	12/28/2018
RECEIVING PARTY DATA	
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC
Street Address:	311 SOUTH WACKER DRIVE, SUITE 6400
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 17	
Property Type	Number
Application Number:	12414035
Application Number:	09307718
Application Number:	09987310
Application Number:	10056049
Application Number:	10478577
Application Number:	10480365
Application Number:	10482127
Application Number:	10474380
Application Number:	10490685
Application Number:	10930254
Application Number:	11006575
Application Number:	11654027
Application Number:	11868800
Application Number:	12025291
Application Number:	10536555
Application Number:	12220354
Application Number:	12208357
CORRESPONDENCE DATA	

Fax Number: (312)993-9767

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: 3128767700

Email: thomas.buettner@lw.com

Correspondent Name: THOMAS J. BUETTNER

Address Line 1: LATHAM & WATKINS LLP

Address Line 2: 330 NORTH WABASH AVENUE, SUITE 2800

Address Line 4: CHICAGO, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	058258-0005
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NAME OF SUBMITTER:	THOMAS J. BUETTNER
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SIGNATURE:	/tjb/
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DATE SIGNED:	12/28/2018
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Total Attachments: 7

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U.S. PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Agreement”), dated as of December 28, 2018, is made by QOGNIFY LTD., a company incorporated and existing under the laws of the State of Israel, and ON-NET SURVEILLANCE SYSTEMS INC., a New York corporation, (collectively, “Grantors”), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

Grantors have executed and delivered that certain Amended and Restated Guaranty and Collateral Agreement of even date herewith, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Grantors are pledging and granting to Administrative Agent a continuing security interest in all Intellectual Property, including the Patents.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors agree, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. The Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby pledge and grant to Administrative Agent a continuing security interest in, all of the Grantors’ right, title and interest in, to and under the following Collateral of the Grantors (the “Patent Collateral”):

(a) all of the Grantors’ Patents and all Intellectual Property Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and Grantors hereby acknowledge and agree that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Collateral Agreement, the terms of the

Guaranty and Collateral Agreement shall govern. This Agreement has been executed and delivered by Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Grantors Remain Liable. The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Grantors' Patent Collateral subject to a security interest hereunder.

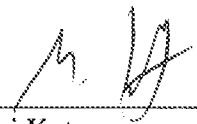
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

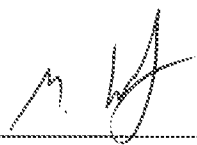
[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

QOGNIFY LTD., a company incorporated
and existing under the laws of the State of
Israel

By: 
Name: Miki Katz
Title: CFO

**ON-NET SURVEILLANCE SYSTEMS
INC.**, a company incorporated and existing
under the laws of the State of New York

By: 
Name: Miki Katz
Title: CFO

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent**

By: 

Name: Kyle Asher

Title: Managing Director

[Signature page to Patent Security Agreement]

**PATENT
REEL: 053877 FRAME: 0266**

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS AND PATENT APPLICATIONS

Title	Application No. Application Date	(Publication No.) Patent No. Issue Date	Holder
Method and system for video collection and analysis thereof	12414035 2009-03-30	8390684 2013-03-05	On-Net Surveillance Systems, Inc.
Digital Video Logging System	09307718 1999-05-10	6330025 2001-12-11	Qognify Ltd.
Digital Video Logging System	09987310 2001-11-14	6856343 2005-02-15	Qognify Ltd.
Video And Audio Content Analysis System	10056049 2002-01-28	7346186 2008-03-18	Qognify Ltd.
System And Method For Video Content Analysis-Based Detection, Surveillance And Alarm Management	10478577 2003-11-24	7683929 2010-03-23	Qognify Ltd.
Method And Apparatus For Video Frame Sequence-Based Object Tracking	10480365 2003-12-10	7436887 2008-10-14	Qognify Ltd.
System And Method For Collecting Video Data	10482127 2003-12-24	7665114 2010-02-16	Qognify Ltd.
Digital Video Protection For Authenticity Verification	10474380 2004-04-23	7933407 2011-04-26	Qognify Ltd.
System And Method For The Automatic Control Of Video Frame Rate	10490685 2004-08-10	7573421 2009-08-11	Qognify Ltd.
Apparatus And Methods For The Detection Of Abnormal Motion In A Video Stream	10930254 2004-08-31	8724891 2014-05-13	Qognify Ltd.
Video Streaming Parameter Optimization And Qos	11006575 2004-12-08	7587454 2009-09-08	Qognify Ltd.
Device, System And Method For Encoding Employing Redundancy And Switching Capabilitie	11654027 2007-01-17	7705880 2010-04-27	Qognify Ltd.
System And Method For Managing Location Based Video Services	11868800 2007-10-08	9077863 2015-07-07	Qognify Ltd.
Video And Audio Content Analysis System	12025291 2008-02-04	7532744 2009-05-12	Qognify Ltd.
Apparatus and methods for the semi-automatic tracking and examining of an object or an event in a monitored site	10536555 2008-06-05	10019877 2018-07-10	Qognify Ltd.
Method And Apparatus For Video Frame Sequence-Based Object Tracking	12220354 2008-07-24	9052386 2015-06-09	Qognify Ltd.
System And Method For Central Management Of Network And Storage Resources For A Video Surveillance System	12208357 2008-09-11	8234682 2012-07-31	Qognify Ltd.

Title	Application No. Application Date	(Publication No.) Patent No. Issue Date	Holder
Video And Audio Content Analysis System	12418675 2009-04-06	7751590 2010-07-06	Qognify Ltd.
Automatic Control Of Visual Parameters In Video Processing	12619695 2009-11-17	8279349 2012-10-02	Qognify Ltd.
System And Method For Relative Storage Of Video Data	12699015 2010-02-02	8594197 2013-11-26	Qognify Ltd.
System And Method For Enhancing Compression Using Skip Macro Block On A Compressed Video	12939728 2010-11-04	9020033 2015-04-28	Qognify Ltd.
Digital Video Protection For Authenticity Verification	13039341 2011-03-03	8483388 2013-07-09	Qognify Ltd.
System And Method For Quick Object Verification	13042483 2011-03-08	8854474 2014-10-07	Qognify Ltd.
System And Method For Semantic Video Content Analysis	13206851 2011-08-10	8743205 2014-06-03	Qognify Ltd.
Method And System For Utilizing Storage In Network Video Recorders	13353333 2012-01-19	8548297 2013-10-01	Qognify Ltd.
Method And System For Improving Surveillance Of Ptz Cameras	13586884 2012-08-16	8842162 2014-09-23	Qognify Ltd.
Digital Video Protection For Authenticity Verification	13916375 2013-06-12	8649516 2014-02-11	Qognify Ltd.
Method And Apparatus For Managing Video Storage	13924571 2013-06-23	8913880 2014-12-16	Qognify Ltd.
Method And System For Utilizing Storage In Network Video Recorders	14010556 2013-08-27	8948565 2015-02-03	Qognify Ltd.
Edge Devices Settings Via External Source	14020853 2013-09-08	9053046 2015-06-09	Qognify Ltd.
System And Method For Relative Storage Of Video Data	14089243 2013-11-25	9083952 2015-07-14	Qognify Ltd.
Method and apparatus for managing video storage	14097555 2013-12-05	9538207 2017-01-03	Qognify Ltd.
Digital Video Protection For Authenticity Verification	14104609 2013-12-12	9098724 2015-08-04	Qognify Ltd.
System and method for suspect search	14109995 2013-12-18	9471849 2016-10-18	Qognify Ltd.
System and method for detecting an object of interest	14142854 2013-12-29	9854208 2017-12-26	Qognify Ltd.
Storage device as buffer for unreliable storage	14176346 2014-02-10	9262276 2016-02-16	Qognify Ltd.
Robust change-detection system and method	14504424 2014-10-02	9685056 2017-06-20	Qognify Ltd.
System and method for identifying a particular human in images using an artificial image composite or avatar	14517856 2014-10-19	9721166 2017-08-01	Qognify Ltd.

Title	Application No.	(Publication No.)	Holder
	Application Date	Patent No. Issue Date	
System And Method For Estimating An Expected Waiting Time For A Person Entering A Queue	14585409 2014-12-30	(20160191865)	Qognify Ltd.
System and method for automatic calculation of scene geometry in crowded video scenes	14666338 2015-03-24	9576204 2017-02-21	Qognify Ltd.
System and method for suspect search	15272540 2016-09-22	10007862 2018-06-26	Qognify Ltd.