

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7332339

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
OMNILINK SYSTEMS INC.	04/15/2022
RECEIVING PARTY DATA	
Name:	ST. CLOUD CAPITAL PARTNERS III SBIC, L.P.
Street Address:	10866 WILSHIRE BOULEVARD
Internal Address:	SUITE 1450
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90024
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	9582982
Patent Number:	9875638
Patent Number:	10304317
Patent Number:	9215578
Patent Number:	9877172
Patent Number:	9773392
Patent Number:	9401082
Patent Number:	8831627
Patent Number:	9794742
Patent Number:	9820223
Patent Number:	7272494
Patent Number:	6718237
Patent Number:	D578918
CORRESPONDENCE DATA	
Fax Number:	(919)516-2002
<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>	
Phone:	919-743-7346
Email:	chicago.patents@klgates.com, melissa.mattio@klgates.com

Correspondent Name: EMILY MATHER, K&L GATES LLP
Address Line 1: 4350 LASSITER AT NORTH HILLS AVE
Address Line 2: SUITE 300
Address Line 4: RALEIGH, NORTH CAROLINA 27609

NAME OF SUBMITTER: EMILY MATHER

SIGNATURE: /Emily Mather/

DATE SIGNED: 05/16/2022

Total Attachments: 12

source=IP Security Agreement (Omnalink)_Compiled_USE_Active01_312253682_1#page1.tif
source=IP Security Agreement (Omnalink)_Compiled_USE_Active01_312253682_1#page2.tif
source=IP Security Agreement (Omnalink)_Compiled_USE_Active01_312253682_1#page3.tif
source=IP Security Agreement (Omnalink)_Compiled_USE_Active01_312253682_1#page4.tif
source=IP Security Agreement (Omnalink)_Compiled_USE_Active01_312253682_1#page5.tif
source=IP Security Agreement (Omnalink)_Compiled_USE_Active01_312253682_1#page6.tif
source=IP Security Agreement (Omnalink)_Compiled_USE_Active01_312253682_1#page7.tif
source=IP Security Agreement (Omnalink)_Compiled_USE_Active01_312253682_1#page8.tif
source=IP Security Agreement (Omnalink)_Compiled_USE_Active01_312253682_1#page9.tif
source=IP Security Agreement (Omnalink)_Compiled_USE_Active01_312253682_1#page10.tif
source=IP Security Agreement (Omnalink)_Compiled_USE_Active01_312253682_1#page11.tif
source=IP Security Agreement (Omnalink)_Compiled_USE_Active01_312253682_1#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the “Agreement”) is made as of April 15, 2022, by and between **Omnilink Systems Inc.**, a Delaware corporation (“Grantor”), and **St. Cloud Capital Partners III SBIC, L.P.**, a Delaware limited partnership, as collateral agent (in such capacity, the “Collateral Agent”), for the ratable benefit of itself and the other Holders (as defined in the Purchase Agreement described below).

This Agreement is entered into pursuant to the terms of (a) the Note Purchase Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), by and among the Grantor, the other Persons party thereto and the Collateral Agent and (b) the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), between the Grantor and the other Persons party thereto in favor of the Collateral Agent, for the ratable benefit of itself and the other Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all the Indebtedness, Grantor hereby grants a security interest and mortgage to Collateral Agent, for the ratable benefit of itself and the other Holders, as security, in and to Grantor’s entire right, title and interest in, to and under the following, whether now owned or hereafter owned, existing, created, acquired or held by or assigned to Grantor (all of which shall collectively be called the “Intellectual Property Collateral”):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer Software and computer Software products (including, without limitation, software applications, website content, screen displays and formats, domain name registrations, web sites (including web links), program structures, sequence and organization);

(c) Any and all design rights which may be available to Grantor;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights throughout the world; and

Patents; (h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or

(i) All concepts, discoveries, improvements and ideas;

(j) All documentation for any of the foregoing, including, without limitation, user manuals, flowcharts, programmer's notes, functional specifications and operations manuals, program materials, flowcharts, notes and outlines created in connection with any of the foregoing, in each case, whether or not patentable or copyrightable;

(k) Any and all useful information relating to the foregoing, including know-how, technology, engineering drawings, reports, design information, trade secrets, practices, laboratory notebooks, specifications, test procedures, maintenance manuals, research, development, manufacturing, marketing, merchandising, selling, purchasing and accounting; and

(l) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement or as otherwise permitted under the Purchase Agreement;

(d) All of the Intellectual Property Collateral is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement. Grantor shall register or cause to be registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product prior to the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C);

(f) Grantor shall promptly give Collateral Agent written notice of any applications or registrations of any additional intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any.

(g) Grantor shall (i) give Collateral Agent not less than thirty (30) days prior written notice of the filing of any applications or registrations of any additional intellectual property rights with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such documents as Collateral Agent may reasonably request for Collateral Agent to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the request of Collateral Agent, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall promptly provide Collateral Agent with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by Collateral Agent to be filed for Collateral Agent to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing.

(h) Grantor shall deliver to Collateral Agent within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Collateral Agent, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Collateral Agent of any material change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in Exhibits A, B and C to this Agreement;

(i) Grantor shall promptly execute, deliver or file such additional instruments and documents and take such further actions as Collateral Agent may reasonably request from time to time to perfect, continue the perfection or maintain the priority of Collateral Agent's security interest in the Intellectual Property Collateral;

(j) Grantor shall: (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights; (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Collateral Agent in writing of material infringements detected; and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Collateral Agent, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(k) Collateral Agent may audit Grantor's Intellectual Property Collateral to confirm compliance with this Section 3. Collateral Agent shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Section 3 to take but which Grantor fails to take within fifteen (15) days of notice thereof to Grantor. Grantor shall reimburse and indemnify Collateral Agent for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 3.

(l) This Agreement creates in favor of Collateral Agent, and in the case of after acquired Intellectual Property Collateral, at the time Grantor first has rights in such after acquired Intellectual Property Collateral this Agreement will create in favor of Collateral Agent, a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Purchase Agreement upon making the filings referred to in clause (i) below;

(m) Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights such documents as are necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the U.S. or

(ii) for the perfection in the United States or the exercise by Collateral Agent of its rights and remedies hereunder;

(n) All information heretofore, herein or hereafter supplied to Collateral Agent by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(o) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Collateral Agent's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired under such contracts; and

(p) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Collateral Agent in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Collateral Agent in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Collateral Agent's Rights. Collateral Agent shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Collateral Agent for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. Grantor hereby grants to Collateral Agent and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested.

6. Further Assurances; Attorney-in-Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Collateral Agent, to perfect Collateral Agent's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Collateral Agent the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Collateral Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Collateral Agent's discretion, to take any action and to execute any instrument which Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has

or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Collateral Agent or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Documents; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Collateral Agent shall have the right, subject to approval by the Required Holders, to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Collateral Agent has a security interest and to make it available to Collateral Agent at a place designated by Collateral Agent. Collateral Agent shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Collateral Agent to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Collateral Agent in connection with the exercise of any of Collateral Agent's rights hereunder and as required under Section 17 of the Purchase Agreement, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Collateral Agent's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Collateral Agent and its officers, directors, managers, employees, agents, partners, attorneys, accountants and other professionals against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement; and (b) all losses or expenses in any way suffered, incurred, or paid by Collateral Agent as a result of or in any way arising out of, following or consequential to transactions between Collateral Agent and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Collateral Agent's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original instrument, but when taken together shall constitute one and the same instrument.

14. Governing Law. This Agreement and each of the Loan Documents shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to its conflicts of law provisions.

15. Venue and Jurisdiction. The Grantor and the Collateral Agent each hereby irrevocably and unconditionally (i) consent and submit to the sole and exclusive jurisdiction of any state or federal court located within the State of California and any appellate court thereof, (ii) agree that all actions and proceedings based upon, arising out of, relating to or otherwise concerning this Agreement or any other document, instrument or Agreement related to this Agreement, including all claims for recognition or enforcement of any judgment, shall solely and exclusively be brought, heard, and determined (litigated) in such courts, (iii) accept for themselves and in connection with their properties, the sole and exclusive jurisdiction of the aforesaid courts, (iv) waive any objection, including any objection to the laying of venue or based upon the grounds of forum non conveniens, that they may now or hereafter have to bringing or maintaining any such action or proceeding in such jurisdiction, and (v) agree to be bound by any judgment rendered thereby in connection with this Agreement, or any such other document, instrument or Agreement. Nothing herein shall limit the right of Collateral Agent to bring any action or proceeding against the Grantor or their properties in the courts of any other jurisdiction in connection with the enforcement of any liens or security interests in favor of Collateral Agent on any of such Grantor's properties or assets.

16. **WAIVER OF JURY TRIAL.** GRANTOR AND COLLATERAL AGENT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE INDEBTEDNESS.

17. Intercreditor Agreement Controls. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to or in connection with this Agreement, the terms of this Agreement, and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of that certain Subordination and Intercreditor Agreement dated as of April [], 2022 (the "Intercreditor Agreement") made by the Junior Lenders (as defined in the Intercreditor Agreement) in favor of Comerica Bank. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

18. Rights of the Collateral Agent. St. Cloud Capital Partners III SBIC, L.P. is acting under this Agreement solely in its capacity as Collateral Agent under the Purchase Agreement and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities granted to it under the Purchase Agreement as if such rights, privileges and immunities were set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

GRANTOR:

OMNILINK SYSTEMS INC.

Address of Grantor:
1290 Hancock Street, Ste 103
Anaheim, CA 92807

By: 
Name: Dennis Fuller
Its: Chief Financial Officer

SECURED PARTY:

Address of Secured Party:

10866 Wilshire Boulevard
Suite 1450
Los Angeles, California 90024

ST. CLOUD PARTNERS III SBIC, L.P.,
as Collateral Agent

By: **SCGP III SBIC, LLC**, its General Partner

By: _____
Name: Robert Lautz
Title: Managing Member

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

1290 Hancock Street, Ste 103
Anaheim, CA 92807

OMNILINK SYSTEMS INC.

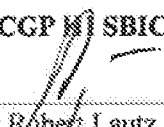
By: _____
Name:
Its:

SECURED PARTY:

Address of Secured Party:

10866 Wilshire Boulevard
Suite 1450
Los Angeles, California 90024

ST. CLOUD PARTNERS III SBIC, L.P.,
as Collateral Agent

By:  SCGP III SBIC, LLC, its General Partner

By: _____
Name: Robert Lautz
Title: Managing Member

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Number	Country	Title	Filing Date	Issue Date	Owner
US 9,582,982	US	Method and System for Energy Managed of an Offender Monitor	06-11-14	28-02-17	The Company
US 9,875,638	US	Method and System for Generating Geofences for Managing Offender Movement	28-10-14	23-01-18	The Company
US 10,304,317	US	Method and System for Locating a Personal Emergency Response System (PERS) Device Based on Real Estate Lockbox Interaction	08-01-16	28-05-19	The Company
US 9,215,578	US	Monitoring Systems and Methods	25-01-13	15-12-15	The Company
US 9,877,172	US	Offender Monitor Messaging System	28-07-16	23-01-18	The Company
US 9,773,392	US	Offender Monitor with Managed Rate of Location Reading	27-10-14	26-09-17	The Company
US 9,401,082	US	Offender Monitor with Orientation Based Monitoring	28-10-14	26-07-16	The Company
US 8,831,627	US	System and Method for Tracking Monitoring, Collecting, Reporting	16-12-09	09-09-14	The Company

		and Communicating with the Movement of Individuals			
US 9,794,742	US	Method and System for Locating a Wireless Tracking Device	01-07-15	17-10-17	The Company
US 9,820,223	US	Method and system for managing a location detector	03-12-14	14-11-17	The Company
US 7,272,494	US	Communication Device for Conveying Geographic Location Information Over Capacity Constrained Wireless Systems	06-02-04	18-09-07	The Company
US 6,718,237	US	Communications Device for Conveying Geographic Location Information Over Capacity Constrained Wireless Systems	30-09-02	06-04-04	The Company
US D578,918	US	Offender Monitor	01-05-07	21-10-08	The Company

EXHIBIT C

Trademarks

Country	Trademark	Registration Number	Registration Date	Status	Owner
United States	FOCALPOINT	3,545,293	Dec 9, 2008	Registered	The Company
United States	OMNILINK	3,156,898	Oct 17, 2006	Registered	The Company