

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3VR Security, Inc.		12/26/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Opus Bank		
Street Address:	19900 Macarthur Boulevard		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	Commercial bank: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3234333	3VR	
Registration Number:	2532896	CRIMEDEX	
Serial Number:	85774489	VISIONPOINT	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<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:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	41907-0014		
NAME OF SUBMITTER:	Chris L. Bollinger		
SIGNATURE:	/Chris L. Bollinger/		
DATE SIGNED:	12/31/2014		
Total Attachments: 8			
source=12-31 - Security Agreement (3VR)#page1.tif			
source=12-31 - Security Agreement (3VR)#page2.tif			

CH \$90.00 3234333

source=12-31 - Security Agreement (3VR)#page3.tif
source=12-31 - Security Agreement (3VR)#page4.tif
source=12-31 - Security Agreement (3VR)#page5.tif
source=12-31 - Security Agreement (3VR)#page6.tif
source=12-31 - Security Agreement (3VR)#page7.tif
source=12-31 - Security Agreement (3VR)#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated as of December 26, 2014, is made by **3VR SECURITY, INC.**, a California corporation (herein referred to as "*Grantor*" or "*Debtor*") in favor of **OPUS BANK**, a California Commercial Bank ("*Opus*" or "*Lender*") as Lender under that certain Credit Agreement dated as of the date hereof between Debtor and Lender (as amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lender, Grantor has executed and delivered that certain General Security Agreement dated as of the date hereof between the Grantor and the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Lender, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. 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, Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Lender a security interest in and to all of Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the United States, registered patents and patent applications set forth in **Schedule A** hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement, an "*IP Security Agreement Supplement*"), executed and delivered by Grantor to the Lender from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof (the "*Patents*");

(ii) the United States registered trademark and applications set forth in **Schedule B** hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by Grantor to the Lender from time to time) (the "*Trademarks*");

(iii) the United States copyright registrations set forth in **Schedule C** hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by Grantor to the Lender from time to time) (the "*Copyrights*");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Notwithstanding the foregoing, however, the Collateral shall not include any intent-to-use trademarks, prior to the filing of a "Statement of Use" with respect thereto if and solely to the extent that (and so long as) any such intent-to-use trademark application would be rendered void by the attachment or creation of a security interest in the right, title or interest of such Grantor therein).

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by Grantor under this IP Security Agreement secures the payment of the Obligations (as defined in the Security Agreement) of Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including any interest that accrues after the commencement of bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

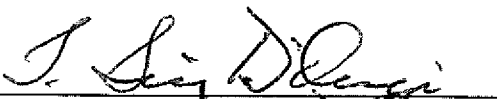
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of California.

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

Address for Notices:

3VR Security, Inc.
475 Brannan Street
Suite 430
San Francisco, CA 94107
Attention:

3VR SECURITY INC., a California corporation,
as Grantor


By: 
Name: L. Silvio DiPaola
Its: CFO

(Signature Page to IP Security Agreement)

TRADEMARK
REEL: 005433 FRAME: 0361

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

OPUS BANK, as Lender

By: 
Name: Kevin P. McBride
Its: Senior Managing Director

Address for Notices:

19900 MacArthur Boulevard
12th Floor
Irvine, California 92612
Attn: Credit Administration

(Signature Page to IP Security Agreement)

**Schedule A to the
IP Security Agreement**

PATENTS:

Patents:

Title	Patent #	Country
Pipeline Architecture For Analyzing Multiple Video Streams	2,568,049	Canada
Interactive System For Recognition Analysis Of Multiple Streams Of Video	7,529,411 B2	US
Grouping Items In Videos Stream Images Into Events	7,646,895 B2	US
Feed-Customized Processing Of Multiple Video Streams In A Pipeline Architecture	7,663,661 B2	US
Correlation Processing Among Multiple Analyzers Of Video Streams At Stages Of A Pipeline Architecture	7,664,183 B2	US
Event Generation And Camera Cluster Analysis Of Multiple Video Streams In A Pipeline Architecture	7,667,732 B1	US
Deep Frame Analysis Of Multiple Video Streams In A Pipeline Architecture	7,672,370 B1	US
Pipeline Architecture For Analyzing Multiple Video Streams	7,697,026 B2	US
Method For Automatically Reducing Stored Data In A Surveillance System	7,760,230 B2	US
Monitoring And Presenting Video Surveillance Data	7,843,491 B2	US
Intelligent Event Determination And Notification In A Surveillance System	7,847,820 B2	US
Grouping Items In Videos Stream Images Into Events	7,933,455 B2	US
Automated Searching For Probable Matches In A Video Surveillance System	8,130,285 B2	US
Interactive System For Recognition Analysis Of Multiple Streams Of Video	8803975 B2	US

Patent Applications:

Title	Application #	Country
Interactive System For Recognition Analysis Of Multiple Streams of Video	2,559,381	Canada
Interactive System For Recognition Analysis Of Multiple Streams Of Video	05728175.0	European Patent Convention Countries
Pipeline Architecture For Analyzing Multiple Video Streams	05725674.5	European Patent Convention Countries
Pipeline Architecture For Analyzing Multiple Video Streams	11171394.7	European Patent Convention Countries
Pipeline Architecture For Analyzing Multiple Video Streams	11171401.0	European Patent Convention Countries
Pipeline Architecture For Analyzing Multiple Video Streams	11171405.1	European Patent

Title	Application #	Country
		Convention Countries
Pipeline Architecture For Analyzing Multiple Video Streams	11171406.9	European Patent Convention Countries
Interactive System For Recognition Analysis Of Multiple Streams Of Video	13170276.3	European Patent Convention Countries
Pipeline Architecture For Analyzing Multiple Video Streams	07106626.2	Hong Kong
Pipeline Architecture For Analyzing Multiple Video Streams	12103850.9	Hong Kong
Pipeline Architecture For Analyzing Multiple Video Streams	12103851.8	Hong Kong
Pipeline Architecture For Analyzing Multiple Video Streams	12103852.7	Hong Kong
Pipeline Architecture For Analyzing Multiple Video Streams	12103853.6	Hong Kong
Storage Of Video Analysis Data For Real-Time Alerting And Forensic Analysis	10-2008-7008915	Korea
Pipeline Architecture For Analyzing Multiple Video Streams	PCT/US05/08655	PCT=Patent Cooperation Treaty Countries
Interactive System For Recognition Analysis Of Multiple Streams Of Video	PCT/US05/08735	PCT=Patent Cooperation Treaty Countries
Storage Of Video Analysis Data For Real-Time Alerting And Forensic Analysis	PCT/US06/35960	PCT=Patent Cooperation Treaty Countries
Specifying Search Criteria For Searching Video Data	PCT/US06/35959	PCT=Patent Cooperation Treaty Countries
Security Intelligence	60/420,505	US
Video Intelligence Platform	60/554,050	US
Method And Apparatus For Monitoring And Presenting Data In A Video Surveillance System	60/668,645	US
Method And Apparatus For Grouping Items In Video Stream Images Into Events	60/668,644	US
Automated Searching For Probable Matches In A Video Surveillance System	60/668,643	US
Motion Data Storage And User Interface	60/716,729	US
Storage Of Video Analysis Data For Real-Time Alerting And Forensic Analysis	11/520,532	US
Specifying Search Criteria For Searching Video Data	11/520,116	US
Presenting Video Data	12/905,786	US
Specifying Search Criteria For Searching Video Data	14/035,098	US
Calculation the Duration Time in a Confined Space	14292832	US

**Schedule B to the
IP Security Agreement**

TRADEMARKS

Trademarks:

Mark	Registration #
3VR	3234333
Crimedex	2532896

Trademark Applications:

Mark	Application #
VisionPoint	85774489

**Schedule C to the
IP Security Agreement**

COPYRIGHTS

None.

41907-0014
CH2\15895137.4