

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CISCOR, INC.		08/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	First Merchants Bank		
Street Address:	200 East Jackson Street		
City:	Muncie		
State/Country:	INDIANA		
Postal Code:	47305		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86979899	CISCOR ONESOURCE	
Serial Number:	86479091	CISCOR ONESOURCE	
Serial Number:	85743232	CISCOR ONESOURCE	
Serial Number:	78391578	CISCOR	
CORRESPONDENCE DATA			
Fax Number:	3176361507		
<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>			
Email:	ipdocketing@kdlegal.com		
Correspondent Name:	Robert J. Goode		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 2800		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Robert J. Goode		
SIGNATURE:	/Robert J. Goode/		
DATE SIGNED:	09/07/2016		
Total Attachments: 4			
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OP \$115.00 86979899

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of August 31, 2016, by **CISCOR, INC.**, a Delaware corporation (the "Grantor"), in favor of **FIRST MERCHANTS BANK**, an Indiana state banking institution with a mailing address of 200 East Jackson Street, Muncie, Indiana 47305 and its successors and assigns (the "Lender").

RECITALS

A. This Agreement made in connection with certain loans in the aggregate principal amount of Eight Million Five Hundred Thousand and No/100 Dollars (\$8,500,000.00) (collectively, the "Loan") made by Lender to Grantor pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, **CISCOR HOLDINGS, LLC**, and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement") and evidenced by (i) that certain Promissory Note (Revolving Loan) dated as of the date hereof made by Grantor to Lender in the principal amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00), and (ii) that certain Promissory Note (Term Loan) dated as of the date hereof made by Grantor to Lender in the principal amount of Seven Million and No/100 Dollars (\$7,000,000.00) (collectively, together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to collectively, as the "Note").

B. Grantor has entered into a Security Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Collateral Agreement") with Lender pursuant to which certain obligations of Grantor owed to Lender are secured, including without limitation the obligations with respect to the Credit Agreement as evidenced by the Note.

C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Lender a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement.

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[TRADEMARK SECURITY AGREEMENT]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer or other representative thereunto as of the date first set forth above.

CISCOR, INC.

By: [Signature]
Steven Jarmel, President

STATE OF Illinois)
) SS:
COUNTY OF Cook)

Before me, a Notary Public in and for said County and State, personally appeared Steven Jarmel, the President of CISCOR, Inc., a Delaware corporation, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such entity as such officer or other representative and stated that all representations therein contained are true.

WITNESS my hand and Notarial Seal this 30th day of August, 2016.



[Signature]
Notary Public
Suzanne M. Hoffman
Notary Public (Printed)



My Commission Expires:

03/04/2018

My County of Residence:

Will

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

<i>Mark</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Goods/Services</i>	<i>Status</i>
CISCOR ONESOURCE	N/A	N/A	86/979,899	12/12/2014	INT. CL. 9 Software for an emergency call system for use in providing emergency notifications for assisted living facilities, care-giver services, nursing, memory care.	Pending application.
CISCOR ONESOURCE	N/A	N/A	86/479,091	12/12/2014	INT. CL. 9 Software for an emergency call system for use in providing emergency notifications for assisted living facilities, care-giver services, nursing, memory care, industrial security, school security, university security, courthouses, and corrections facilities	Pending application.
CISCOR ONESOURCE and Design 	N/A	N/A	85/743,232	10/01/2012	INT. CL. 9 Software for an emergency call system.	Pending application.
CISCOR and Design 	3,010,817	11/01/2005	78/391,578	03/26/2004	INT. CL. 9 Electronic access control and alarm monitoring systems.	Registered.