

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESO Solutions, Inc.		05/03/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Collateral Agent		
Street Address:	225 West Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2068230	AMERICAN TWO-WAY	
Registration Number:	5748358		
Registration Number:	3063382	EPRO BIOLOCK	
Registration Number:	3261166	EPRO SCHEDULER	
Registration Number:	5599825	ESO	
Registration Number:	3393809	ESO SOLUTIONS	
Registration Number:	3938044	FH	
Registration Number:	2904634	FIREHOUSE SOFTWARE	
Registration Number:	1809951	NATIONAL TRACS	
Registration Number:	4572359	SAFETYPAD	
Registration Number:	5748359	STATION CHECK	
Registration Number:	4550974	TOTALTRACK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
TRADEMARK			

OP \$315.00 2068230

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1367240 TM
NAME OF SUBMITTER:	Jonathan R. Larson
SIGNATURE:	/Jonathan R. Larson/
DATE SIGNED:	05/04/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of May 3, 2021 (this "Trademark Security Agreement"), is made by the signatory hereto listed under "Pledgor" (the "Pledgor"), in favor of Alter Domus (US) LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of May 3, 2021 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Zilker Merger Sub, Inc., a Texas corporation (prior to the consummation of the Closing Date Acquisition, the "Borrower") and ESO Solutions, Inc., a Texas corporation (upon consummation of the Closing Date Acquisition, the "Borrower"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of the Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations and extensions thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a

Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the USPTO.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

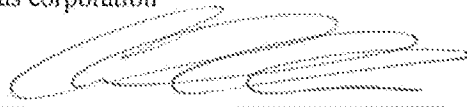
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR:

ESO SOLUTIONS, INC.,
a Texas corporation

By: 


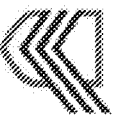
Name: Chris Dillie
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS


United States Trademark Registrations:

Trademark	Owner	Filing Date	Serial #	Reg. Date	Reg. #	Status
AMERICAN TWO-WAY	ESO Solutions, Inc. ¹	July 18, 1994	74550176	June 10, 1997	2068230	Registered
						
Design Only	ESO Solutions, Inc. ²	December 21, 2017	87730739	May 14, 2019	5748358	Registered
						
<u>EPRO BIOBLOCK</u>	ESO Solutions, Inc. ³	March 8, 2005	78582412	February 28, 2006	3063382	Registered

¹ ESO Solutions, Inc. merged with and into the Emergency Technologies, Inc. on July 1, 2020.

² ESO Solutions, Inc. purchased all the assets of Stationcheck LLC on June 18, 2019.

³ ESO Solutions, Inc. merged with and into the eCore Software Inc. on July 1, 2020.

Trademark	Owner	Filing Date	Serial #	Reg. Date	Reg. #	Status
<u>EPRO SCHEDULER</u>	ESO Solutions, Inc. ⁴	September 7, 2006	78969308	July 10, 2007	3261166	Registered
<u>ESO</u>	ESO Solutions, Inc.	March 8, 2018	87825250	November 6, 2018	5599825	Registered
<u>ESO SOLUTIONS</u>	ESO Solutions, Inc.	March 8, 2006	76656271	March 11, 2008	3393809	Registered
<u>FH</u>	ESO Solutions, Inc.	August 13, 2010	85107113	March 29, 2011	3938044	Registered
<u>FIREHOUSE SOFTWARE</u>	ESO Solutions, Inc.	July 10, 2002	78142540	November 23, 2004	2904634	Registered
<u>NATIONAL TRACS</u>	ESO Solutions, Inc. ⁵	April 8, 1992	74263861	December 7, 1993	1809951	Registered
<u>SAFETYPAD</u>	ESO Solutions	December 27, 2013	86153502	July 22, 2014	4572359	Registered
<u>STATION CHECK and Design</u>	ESO Solutions, Inc. ⁶	December 21, 2017	87730763	May 14, 2019	5748359	Registered
						
<u>TOTALTRACK</u>	ESO Solutions, Inc. ⁷	October 14, 2013	86090990	June 17, 2014	4550974	Registered

⁴ ESO Solutions, Inc. merged with and into the eCore Software Inc. on July 1, 2020.

⁵ ESO Solutions, Inc. merged with and into the Digital Innovation, Inc. on July 1, 2020.

⁶ ESO Solutions, Inc. purchased all the assets of Stationcheck LLC on June 18, 2019.

⁷ ESO Solutions, Inc. merged with and into the Emergency Technologies, Inc. on July 1, 2020.

United States Trademark Applications: None

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