

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801137

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral at Reel/Frame No. 6511/0322

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Monroe Capital Management Advisors, LLC, as Administrative Agent		04/06/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Qognify Ltd.
Street Address:	One Marina Park Drive, Suite 110
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02210
Entity Type:	Company: ISRAEL
Name:	Qognify Limited
Street Address:	One Marina Park Drive, Suite 110
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02210
Entity Type:	Company: UNITED KINGDOM
Name:	On-Net Surveillance Systems Inc.
Street Address:	One Marina Park Drive, Suite 110
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02210
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5016201	QOGNIFY
Registration Number:	3494545	SITUATOR
Registration Number:	2341646	NICE VISION
Registration Number:	3543185	ONSSI
Registration Number:	3543183	

Property Type	Number	Word Mark
Registration Number:	5620457	OCULARIS
CORRESPONDENCE DATA		
Fax Number:	2138918763	
<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:	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:	062559-0031	
NAME OF SUBMITTER:	Rhonda DeLeon	
SIGNATURE:	/Rhonda DeLeon/	
DATE SIGNED:	04/06/2023	
Total Attachments: 3		
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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**, dated as of April 6, 2023 (this "Release"), is made by MONROE CAPITAL MANAGEMENT ADVISORS, LLC (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent") in favor of QOGNIFY LTD., a company incorporated and existing under the laws of the State of Israel, QOGNIFY LIMITED, a company incorporated and existing under the laws of the United Kingdom, and ON-NET SURVEILLANCE SYSTEMS INC., a New York corporation (collectively, "Grantors").

W I T N E S S E T H

WHEREAS, Grantors and Administrative Agent are parties to that certain Amended and Restated Guaranty and Collateral Agreement, dated as of December 28, 2018 (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement");

WHEREAS, pursuant to the Guaranty and Collateral Agreement, Grantors executed the U.S. Trademark Security Agreement, dated as of December 28, 2018 (the "Agreement") and recorded with the U.S. Patent and Trademark Office on December 28, 2018 at Reel/Frame No. 6511/0322, pursuant to which Grantors pledged and granted to Administrative Agent a continuing security interest in all of Grantors' right, title and interest in, to and under the Trademark Collateral (as defined in the Agreement).

WHEREAS, Grantors have requested that Administrative Agent release its security interest in and to all of its right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing, Administrative Agent hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, its security interest in all right, title and interest in, to and under the Trademark Collateral, including the trademark registrations and applications set forth in Schedule I attached hereto and incorporated herein by reference, and agrees that all the security interest in the Trademark Collateral is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to Grantors, without recourse, representation or warranty, any and all right, title and interest that Administrative Agent may have obtained in, to and under the Trademark Collateral under the Guaranty and Collateral Agreement and the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed and delivered as of the date first written above.


MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as Administrative Agent

By: _____ 
Name: Jordan Stephani
Title: Managing Director

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Trademark Registrations

I. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Application No.	Registration No.	Owner Name
COGNIFY	86,762,437	5,016,201	COGNIFY LIMITED
SITUATOR	77,051,659	3,494,545	COGNIFY LTD.
NICE VISION	75,258,294	2,341,646	COGNIFY LTD.
ONSSI	77,453,834	3,543,185	ON-NET SURVEILLANCE SYSTEMS INC.
	77,453,830	3,543,183	ON-NET SURVEILLANCE SYSTEMS INC.
OCULARIS	87,693,043	5,620,457	ON-NET SURVEILLANCE SYSTEMS INC.