

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345827

| | | | |
|---|---------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CHECKVIEW CORPORATION | | 06/10/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | THE PRIVATEBANK AND TRUST COMPANY | | |
| Street Address: | 120 South LaSalle Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | PRIVATE BANK: UNITED STATES | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1784455 | ALARMEX | |
| Registration Number: | 1985189 | CLARITY | |
| Registration Number: | 2158308 | PASSPORT | |
| Registration Number: | 2242604 | CLARITY CONCEPT | |
| Registration Number: | 3735087 | CHECKVIEW | |
| Registration Number: | 4519526 | PROGRAM OVERSITE | |
| Registration Number: | 4550662 | INVIEW | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3102318311 | | |
| <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: | (310) 312-3750 | | |
| Email: | skb@msk.com | | |
| Correspondent Name: | S. Bevins/Mitchell Silberberg & Knupp | | |
| Address Line 1: | 11377 West Olympic Boulevard | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90064-1683 | | |
| ATTORNEY DOCKET NUMBER: | 43146-00009 | | |
| NAME OF SUBMITTER: | Evan M. Kent | | |
| SIGNATURE: | /EMK012362/ | | |

OP \$190.00 1784455

| | |
|---------------------|------------|
| DATE SIGNED: | 06/25/2015 |
|---------------------|------------|

Total Attachments: 6

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Memorandum of Security Interest in Trademarks

CHECKVIEW CORPORATION, a Delaware corporation, whose address is 150 Iverify Drive, Charlotte, North Carolina 28217 (“CC”), does hereby grant to THE PRIVATEBANK AND TRUST COMPANY in its capacity as Administrative Agent under the “Credit Agreement” (as defined below), whose address is 120 South LaSalle Street, Chicago, Illinois 60603 (“Lender”), pursuant to a certain Credit Agreement dated June 15, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), entered into among Iverify.US Inc., a Delaware corporation (“Iverify”), T-A Acquisition LLC, a Delaware limited liability company (“T-A Acquisition”), Trans-Alarm, Inc., a Minnesota corporation (“Trans-Alarm”), Checkview Acquisition LLC, a Delaware limited liability company (“C A LLC”), Checkview Holding Corporation, a Delaware corporation (“CHC”), Checkview Intermediate Holding Corporation, a Delaware corporation (“CIHC”), Checkview Intermediate Holding II Corporation, a Delaware corporation (“CIHC II”), CC, Checkview ULC, a Nova Scotia unlimited liability company (“C ULC”) and each other party from time to time joining the Credit Agreement as a borrower (said parties together with Iverify, T-A Acquisition, Trans-Alarm, C A LLC, CHC, CIHC, CIHC II, CC and C ULC, each a “Borrower” and collectively the “Borrowers”); Iverify Realty Holdings, LLC, a North Carolina limited liability company (“Iverify Realty”), each other party from time to time joining the Credit Agreement as a guarantor (said parties together with Iverify Realty each a “Loan Guarantor” and collectively the “Loan Guarantors”); The PrivateBank and Trust Company (“PrivateBank”), as a Lender and as Administrative Agent, First Midwest Bank (“First Midwest”), as a Lender and each other party from time to time joining the Credit Agreement as a Lender (said parties together with PrivateBank and First Midwest, each a “Lender” and collectively the “Lenders”), a security interest in all of CC’s right, title and interest in and to all trademarks and the related goodwill whether now owned or hereafter created or acquired and all renewals and extensions thereof, including without limitation in and to (i) the trademark registrations which are identified on Schedule A attached hereto and herein incorporated by this reference, (ii) the applications for trademark registration which are identified on Schedule A attached hereto and herein incorporated by this reference, together with any and all trademark registrations issued with respect thereto (collectively, the “Trademarks”), and (iii) all actions for past, present or future infringement concerning the foregoing. The rules of construction set forth in Section 1.2 [Other Interpretive Provisions] of the Credit Agreement shall apply to this Agreement.

CC agrees that if any individual, corporation, limited liability company, partnership or other entity (such, a “Person”) shall do or perform any acts which Administrative Agent believes to constitute an infringement of any Trademark, or violate or infringe any rights of CC in any Trademark, then and in any such event, upon, and during the continuance of, an “Event of Default” (as defined in the Credit Agreement) Administrative Agent may and shall have the right to take such steps and institute such suits or proceedings as Administrative Agent may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and generally to take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Administrative Agent may take such steps or institute such suits or proceedings in its own name or in the name of CC or in the names of the parties jointly.

Additional terms and conditions of the security interest granted hereby are contained in the Credit Agreement and in certain other “Loan Documents” (as defined in the Credit

Agreement). The security interest granted hereby secures the complete payment and performance when due of the "Obligations" (as this term is defined in the Credit Agreement) of Loan Parties. Nothing contained in this Memorandum of Security Interest in Trademarks shall be construed as an absolute assignment of the Trademarks or applications for trademark registration nor as limiting any interest which Administrative Agent may have in any other collateral described in the Loan Documents or otherwise.

Upon, and during the continuance of, an "Event of Default" (as defined in the Credit Agreement), Administrative Agent may exercise all rights and remedies described in the Loan Documents, and CC hereby authorizes Administrative Agent to make, constitute and appoint any officer or agent of Administrative Agent as Administrative Agent may select, in its sole discretion, as CC's true and lawful attorney-in-fact, with power (upon Administrative Agent's notice to CC of its intention to do so) to (a) enforce its security interest in any of the Trademarks, (b) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (c) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. To the extent permitted under applicable law, CC hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Memorandum of Security Interest in Trademarks and the other Loan Documents, all rights and remedies allowed by law.


This document, together with the other Loan Documents, embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof and thereof.

This Memorandum of Security Interest in Trademarks amends and restates in its entirety the Memorandum of Security Interest in Trademarks of CC dated as of March 23, 2015.

[Remainder of page intentionally left blank]

“CC”

CHECKVIEW CORPORATION

By: 
Name: Steve Champeau
Title: Chief Executive Officer

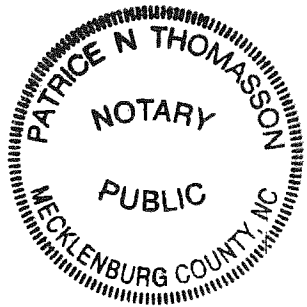
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF North Carolina

COUNTY OF Mecklenburg

Subscribed and sworn to (or affirmed) before me on June 10, 2015, by

Steven Champeau, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



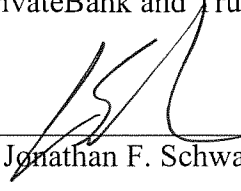
Place Notary Seal Above

Patrice N. Thomason
Signature of Notary Public

“Administrative Agent”

The PrivateBank and Trust Company

By: _____


Jonathan F. Schwan, Managing Director

SCHEDULE A

| <u>Trademark/Service Mark</u> | <u>Jurisdiction of Registration</u> | <u>Registration Number</u> | <u>US Serial Number / Canadian Applic. Number</u> |
|--------------------------------------|--|-----------------------------------|--|
| ALARMEX | United States | 1784455 | 74329478 |
| CLARITY | United States | 1985189 | 74626916 |
| PASSPORT | United States | 2158308 | 75190288 |
| CLARITY CONCEPT | United States | 2242604 | 75386304 |
| CheckView | United States | 3735087 | 77615452 |
| PROGRAM OVERSITE | United States | 4519526 | 86092550 |
| INVIEW | United States | 4550662 | 86062352 |
| CheckView | Canada | TMA812785 | 1419678 |
| Checkview | Canada | TMA765674 | 1283866 |
| PROGRAM OVERSITE | Canada | TMA899719 | 1649286 |