

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385400

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TriTech Software Systems		05/13/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	General Electric Company (as successor in interest by merger to General Electric Capital Corporation), as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2479984	VISIONAIR	
Registration Number:	2466751	PUBLIC SAFETY SUITE	
Registration Number:	3285635	TRITECH SOFTWARE THAT SAVES LIVES	
Registration Number:	3285634	TRITECH	
Registration Number:	3267515	CRIMEVIEW	
Registration Number:	4363113	NEARME	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	05/24/2016		

CH \$165.00 2479984

Total Attachments: 5

source=TriTech - Trademark Security Supplement (2016)#page1.tif

source=TriTech - Trademark Security Supplement (2016)#page2.tif

source=TriTech - Trademark Security Supplement (2016)#page3.tif

source=TriTech - Trademark Security Supplement (2016)#page4.tif

source=TriTech - Trademark Security Supplement (2016)#page5.tif

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of May 13, 2016 (this "Supplement"), is made by TriTech Software Systems (the "Grantor"), in favor of General Electric Company (as successor in interest by merger to General Electric Capital Corporation), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of November 20, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Palermo Finance Corporation, a Delaware corporation, (the "Borrower"), the Grantor and the other Credit Parties party thereto, the Lenders, the L/C Issuers and the Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to that certain Guaranty and Security Agreement dated as of November 20, 2014 (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), pursuant to which the Grantor is required to grant the Administrative Agent a security interest for all U.S. Trademarks owned by such Grantor;

WHEREAS, the Grantor has agreed, pursuant to a Trademark Security Agreement, dated as of November 20, 2014 in favor of the Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), to grant a security interest in the Trademark Collateral (as defined below);

WHEREAS, the Grantor has acquired additional trademarks and desires to supplement the Trademark Security Agreement with this Supplement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark as listed on Schedule 1 hereto (excluding any U.S. intent-to-use Trademark applications unless and until a Statement of Use or Amendment to Allege Use shall have been filed in and accepted by the U.S. Patent and Trademark Office for such intent-to-use Trademark applications);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Supplement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Trademark Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall remain fully and completely responsible for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Supplement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

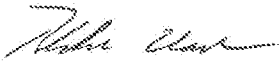
Section 6. Governing Law. This Supplement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Confirmation of Trademark Security Agreement. As hereby supplemented, the Trademark Security Agreement is in all respects ratified and confirmed and remains in full force and effect.

[SIGNATURE PAGES FOLLOW]

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

TRITECH SOFTWARE SYSTEMS
as Grantor

By: 
Name: Blake Clark
Title: Chief Financial Officer, Treasurer
and Secretary

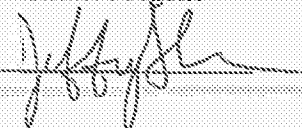
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005799 FRAME: 0810

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC COMPANY
(as successor in interest by merger to General
Electric Capital Corporation),
as the Administrative Agent

By: _____



Name: _____

Title: _____

Jeffrey A. Skinner
Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Registration Number
VISIONAIR	2479984
PUBLIC SAFETY SUITE	2466751
TRITECH SOFTWARE THAT SAVES LIVES	3285635
TRITECH	3285634
CRIMEVIEW	R# 3267515
NEARME	R# 4363113