

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TriTech Software Systems		04/17/2017	Corporation: CALIFORNIA
Tiburon, Inc.		04/17/2017	Corporation: VIRGINIA
Law Enforcement Technology Group, LLC		04/17/2017	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3267515	CRIMEVIEW	
Registration Number:	4152537	DISPATCHNOW	
Registration Number:	4187361	DISPATCHNOW	
Registration Number:	4020455	IQRESPONSE	
Registration Number:	3259339	LETG	
Registration Number:	4363113	NEARME	
Registration Number:	2466751	PUBLIC SAFETY SUITE	
Registration Number:	2039860	TIBURON	
Registration Number:	2080645	TIBURON	
Registration Number:	3135912	TOTAL ENFORCEMENT	
Registration Number:	4023832	TOTALCOMMAND	
Registration Number:	3285634	TRITECH	
Registration Number:	3285635	TRITECH SOFTWARE THAT SAVES LIVES	
Registration Number:	2479984	VISIONAIR	
Registration Number:	1988496		
Registration Number:	1999513		

OP \$415.00 3267515

CORRESPONDENCE DATA**Fax Number:** 6173417701*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.***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:	04/18/2017

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 17, 2017 (this “Agreement”), among TRITECH SOFTWARE SYSTEMS, TIBURON, INC. and LAW ENFORCEMENT TECHNOLOGY GROUP, LLC (each a “Grantor” and, collectively, the “Grantors”) and ARES CAPITAL CORPORATION, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of April 17, 2017 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PALERMO TT HOLDINGS, INC., a Delaware corporation (“Holdings”), PALERMO FINANCE CORPORATION, a Delaware corporation (the “Borrower”), the other GRANTORS from time to time party thereto and ARES CAPITAL CORPORATION, as the administrative agent, and (b) the Second Lien Collateral Agreement dated as of April 17, 2017 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantors are Affiliates of the Borrower and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors hereby grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantors’ right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantors’ business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Second Lien Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

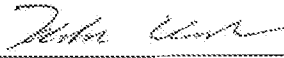
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

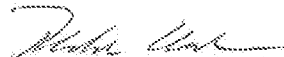
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

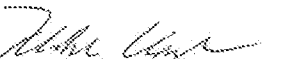
TRITECH SOFTWARE SYSTEMS, as Grantor

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

TIBURON, INC., as Grantor

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

**LAW ENFORCEMENT TECHNOLOGY
GROUP, LLC, as Grantor**

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

ARES CAPITAL CORPORATION, as
Collateral Agent

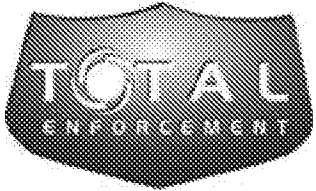
By: 



Name:

Title:

Mitchell Goldstein
Authorized Signatory

Schedule I

Mark	Registration Number	Jurisdiction	Status	Record Owner
CRIMEVIEW	3267515	US	Registered	Advanced Public Safety, Inc.
DISPATCHNOW	4152537	US	Registered	Tiburon, Inc.
DISPATCHNOW	4187361	US	Registered	Tiburon, Inc.
IQRESPONSE	4020455	US	Registered	Tiburon, Inc.
LETG	3259339	US	Registered	Law Enforcement Technology Group, LLC
NEARME	4363113	US	Registered	Advanced Public Safety, Inc./Tritech Software Systems, Inc.
PUBLIC SAFETY SUITE	2466751	US	Renewed	Tritech Software Systems
TIBURON	2039860	US	Renewed	Tiburon, Inc.
TIBURON	2080645	US	Renewed	Tiburon, Inc.
 TOTAL ENFORCEMENT and DESIGN	3135912	US	Registered	Tiburon, Inc.
TOTALCOMMAND	4023832	US	Registered	Tiburon, Inc.
TRITECH	3285634	US	Registered	Tritech Software Systems
TRITECH SOFTWARE THAT SAVES LIVES	3285635	US	Registered	Tritech Software Systems

VISIONAIR	2479984	US	Renewed	Tritech Software Systems
 Design Only	1988496	US	Renewed	Tiburon, Inc.
 Design Only	1999513	US	Renewed	Tiburon, Inc.