

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540977

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PRO-VISION SOLUTIONS, LLC		08/23/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GarMark SBIC Advisors II LLC		
<b>Street Address:</b>	One Landmark Square		
<b>Internal Address:</b>	6th Floor		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4499550	BODYCAM	
<b>Registration Number:</b>	5211577	PRO-VISION	
<b>Registration Number:</b>	5612245	SECURAMAX	
<b>Registration Number:</b>	3253171	PRO-VISION	
<b>Registration Number:</b>	4312014	SEEING IS SAFETY	
<b>Registration Number:</b>	5627437	PV	
<b>Registration Number:</b>	5788555	PV DASHBOARD	
<b>Serial Number:</b>	87630399	PV PLAYER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2033255001		
<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>			
<b>Phone:</b>	2033255049		
<b>Email:</b>	mholmes@fdh.com		
<b>Correspondent Name:</b>	Matthew Holmes		
<b>Address Line 1:</b>	Six Landmark Square		
<b>Address Line 2:</b>	Floor Six		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		

OP \$215.00 4499550

<b>NAME OF SUBMITTER:</b>	Matthew Holmes
<b>SIGNATURE:</b>	/Matthew Holmes/
<b>DATE SIGNED:</b>	09/16/2019
<b>Total Attachments: 5</b> source=Pro-Vision TM assignment (Sep 2019)#page1.tif source=Pro-Vision TM assignment (Sep 2019)#page2.tif source=Pro-Vision TM assignment (Sep 2019)#page3.tif source=Pro-Vision TM assignment (Sep 2019)#page4.tif source=Pro-Vision TM assignment (Sep 2019)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 23, 2019, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of GarMark SBIC Advisors II LLC, a Delaware limited liability company, as agent for the Purchasers from time to time a party to the Note Purchase Agreement as defined below (together with its successors and/or assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Note Purchase Agreement"), by and among Pro-Vision Midco, LLC, a Delaware limited liability company, and Pro-Vision Solutions, LLC, a Delaware limited liability company (after giving effect to the Conversion and formerly known as Pro-Vision, Inc., a Michigan corporation) (collectively the "Issuers" and individually a "Issuer"), the other Note Parties party thereto, and the purchasers from time to time party thereto (the "Purchaser"), and Agent. Purchasers have agreed to purchase the Notes issued by the Issuers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement, dated as of the date hereof, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to secure the Obligations of the Note Parties; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Purchasers to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the Notes thereunder, each Grantor hereby agrees with Agent, on behalf of the Secured Parties as follows:

**Section 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Note Purchase Agreement or the Security Agreement, as applicable.

**Section 2. Grant of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent, on behalf of the Secured Parties, and grants to Agent a Lien on and security interest in all of its right, title and interest in and to the Trademarks, including without limitation, the Trademarks set forth on Schedule I hereto, and all proceeds and products thereof (the "Trademark Collateral").

**Section 3. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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 of any conflict between any provision of the Security Agreement and any provision of this Agreement, the provisions of the Security Agreement shall control.

**Section 4. Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder, in accordance with the terms of the Security Agreement.

**Section 5. Counterparts.** This Agreement 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. Delivery of an executed signature page of this Agreement by electronic transmission (including .pdf) shall be as effective as delivery of a manually executed counterpart hereof.

**Section 6. Governing Law.** This Agreement 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 (without regard to conflict of law principles thereof (other than Section 5-1401 of the New York General Obligations Law)).

[SIGNATURE PAGES FOLLOW]

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

**PRO-VISION SOLUTIONS, LLC**, as  
Grantor

By: 

Name: G. Lawrence Bero

Title: Treasurer

[SIGNATURE PAGE TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006745 FRAME: 0976**

ACCEPTED AND AGREED  
as of the date first above written:

**GARMARK SBIC ADVISORS II LLC**, as Agent

By:   
Name: Steven C. Pickhardt  
Title: Managing Partner

[SIGNATURE PAGE TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006745 FRAME: 0977**

**Schedule I to Trademark Security Agreement**

<b>PH File Number</b>	<b>Title</b>	<b>Status</b>
DAM003 T301	BODYCAM	Registration No. 4499550
DAM003 T305	PRO-VISON (word mark)	Registration No. 5,211,577
DAM003 T310	Securamax (word mark)	Registration No. 5,612,245
DAM003 T312	PRO-VISION	Registration No. 3,253,171
DAM003 T314	SEEING IS SAFETY	Registration No. 4,312,014
DAM003 T317	PV and Design	Registration No. 5,627,437
DAM003 T319	PV DASHBOARD	Registration No. 5788555
DAM003 T320	PV PLAYER	Application Serial No. 87/630,399 Allegation of Use due November 8, 2019