

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF LOUISIANA

In re:

COPsync, Inc.,

Debtor

Case No.

Chapter 11

Section

**MOTION FOR THE ENTRY OF ORDERS (I) APPROVING THE SALE OF ASSETS
FREE AND CLEAR, (II) APPROVING BID PROCEDURES IN CONNECTION WITH
THE SALE, (III) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN
CONTRACTS AND LEASES AND APPROVING THE PROCEDURES TO BE
EMPLOYED WITH ASSUMPTION AND ASSIGNMENT, (IV) APPROVING
DEBTOR’S FORM OF NOTICE, AND (V) GRANTING RELATED RELIEF**

NOW INTO COURT, through undersigned counsel, comes COPsync, Inc. (the “Debtor” or “COPsync”), who moves for the entry of Orders (i) approving the sale of assets free and clear; (ii) approving bid procedures in connection with the sale; (iii) approving the assumption and assignment of certain contracts and leases and approving the procedures to be employed with assumption and assignment; (iv) approving Debtor’s form of notice; and (v) granting related relief. In support, the Debtor represents:

Jurisdiction and Venue

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. The subject matter of this Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this district pursuant to 28 U.S.C. § 1408. The statutory predicates for the relief sought in this Motion include 11 U.S.C. §§ 105, 363, 365 and Rules 2002, 6004, 6006 and 9019 of the Federal Rules of Bankruptcy Procedure.

General Background

2. On September 29, 2017 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. No Trustee has been appointed and the Debtor continues to manage its own affairs.

3. COPsync was created in 2005 as a “software for a service” or “SaaS” platform for law enforcement to share real-time information amongst counties, agencies, and departments. It was created in response to the 2000 death of one of COPsync’s co-founders’ colleagues and friends, Texas Department of Public Safety Trooper Randy Vetter, who was killed making what he believed to be a routine traffic stop for a seatbelt violation. The shooter in that car had made death threats against officers, which were documented months earlier in another department, but never shared with others because a system did not exist for that sharing.

4. The company served its first customer in 2008, expanded to 100 customers by July 2010, and currently serves over 2000 customers, including law enforcement agencies and state, county and local law enforcement departments; schools; and private sector companies that are hi-target facilities.

5. Although it entered the market with one product, it now has over 5 products, including:

- a. The COPsync Network, a nationally shared network of law enforcement information. Officers add new data to the Network every day as they gather information that will be important to another officer.
- b. Vidtac, a software-driven in-car HD video system with double the range of other cameras and better resolution than any other product on the market, first sold in 2012.

- c. COPSsync911, a real-time threat alert system, which allowed the company to expand its reach to community buildings such as schools, banks, hospitals, energy companies and other high-risk target facilities. COPSsync911 technology has been invaluable in protecting customers from real-time threats such as terrorists and school shooters.
 - d. COURTSync is a service that enhances security in court buildings and provides a new level of protection for the building's employees. Using COURTSync, buildings under attack or employees being threatened may activate a threat-alert notification from a PC or a mobile device. The notification is broadcast to the closest officers, in their patrol cars, and to the 9-1-1 dispatch center. Plus, when an alert has been activated, everyone shares in a live silent text-based conversation.
 - i. As an add-on to COURTSync, city and county governments know what it means to have a warrant backlog. There are not enough people on staff in the court to call on warrant holders, and there is not enough money to staff the officers needed to go knock on doors. The problem is that the people holding outstanding warrants are likely being stopped by officers who don't know about the outstanding warrant and then issue yet another citation. That is, until the COURTSync Texas Class C Warrant Database.
 - ii. The Texas Class C Warrant Database is an upgrade to COURTSync called WARRANTsync. It is a unified database of the outstanding Class C warrants for all subscribing courts. Access to the database is shared with the 1,000's of officers on COPSsync who have a presence in 80% of the counties across Texas. The officers using COPSsync make thousands of traffic stops each day. When they make a traffic stop on someone with an outstanding Class C warrant issued by your court, the officer is informed and can issue a warning or clear the warrant right there at the roadside. This product provides 1,000s of officer's real-time access to court's warrants 24/7/365. It enables roadside warrant warning or clearing during traffic stops and can expand the court's warrant clearing staff to include officers across Texas using COPSsync.
6. COPSsync completed a \$10.6 million equity financing capital raise in November 2015 and is listed on the Nasdaq Capital Market exchange (COYN)¹. In tandem with the capital raise, COPSsync hired various consultants to help market and grow the company. Despite the

¹ On April 14, 2017, COPSsync was notified by the NASDAQ Stock Market LLC ("Nasdaq") that the Nasdaq Hearings Panel had determined to delist COPSsync's common stock, \$0.0001 par value per share, from Nasdaq, effective at the open of business on April 6, 2017, due to COPSsync's inability to comply with the minimum \$2,500,000 stockholders' equity requirement for continued listing.

capital raise and the marketing and growth strategies (including a failed attempt to expand into Puerto Rico), the company's stock has been declining since the end of 2015.

7. Requiring liquidity, COPsync entered into a series of credit facilities, from September 26, 2016 to March 20, 2017, with Dominion Capital Corp. ("Dominion" and the "Dominion Credit Facility").² The Dominion Credit Facility consisted of three term loans to COPsync. Under the Dominion Credit Facility, COPsync secured its borrowings from Dominion with an "all interests" security interest in all of its property, including but not limited to FF&E, accounts receivable, intangibles and intellectual property.³

8. Since entering into the Dominion Credit Facility, COPsync has continued to struggle to meet its operational cash needs. From November 2016 to June 2017, a board member made a series of six loans to COPsync for a total of \$770,000.00 in order to fund its payroll obligations. Unable to gain control of its cash needs, and consistently unable to make payroll, COPsync engaged restructuring professionals to assist it with determining whether it could successfully emerge from its downward trend.

9. By August 31, 2017, COPsync's unpaid payroll obligations exceeded \$400,000.00 and it was forced to enter into a settlement of those obligations with the Department of Labor.⁴ Left with little to no options, as it was continually unable to fund its current payroll obligations, much less the agreed upon payments to the Department of Labor, COPsync was left with no option but to reduce its operations and seek the sale of its assets or enterprise in an attempt to derive the going concern value of its enterprise for its creditors and interest holders.

² Reference to the Dominion Credit Facility shall include any amendments, supplement, or other modifications thereto, together with all agreements, documents, certificates and instruments delivered or executed from time to time in connection therewith, as any of such documents may themselves have been amended, restated, supplemented or modified in accordance with the terms thereof.

³ See documents evidencing the Dominion Credit Facility attached hereto as **Exhibit 1**.

⁴ Documents evidencing the Department of Labor settlement are attached hereto as **Exhibit 2**.

10. COPsync's restructuring professionals⁵ worked diligently to locate potential buyers for its business and several parties indicated interest. Over the past five (5) months, COPsync has engaged with current creditors, existing shareholders, business partners, and other market participants in this space to recapitalize the company in an attempted out-of-court restructuring and ultimately to market the company's assets.

11. Through its restructuring professionals' efforts, COPsync made contact with Thinkstream Acquisition, LLC d/b/a Kologik ("Kologik"). Kologik is a Louisiana limited liability company that operates as a software company providing services to police departments and municipalities throughout the country, but predominantly in Louisiana. COPsync and Kologik provides services and software that are similar in nature.

12. After expressing a serious interest in the COPsync, Kologik began a due diligence process that recently culminated in that certain Asset Purchase Agreement dated September 29, 2017 (the "Stalking Horse APA")⁶ by and between the COPsync, on the one hand, and Kologik's wholly owned subsidiary, Kologik Capital, LLC (the "Purchaser"), on the other.⁷ Through the Stalking Horse APA, COPsync will sell its assets in return for a combination of credit, cash and equity.

13. In addition to the Stalking Horse APA, Purchaser purchased an assignment of the Dominion Credit Facility from Dominion on September 29, 2017 and, as a result, is now the

⁵ The efforts were led by Rodney Bienvenu in his capacity as Chief Restructuring Officer and later as Chief Executive Officer.

⁶ The Stalking Horse APA is attached hereto as **Exhibit 3**.

⁷ The Purchaser was formed in order to hold (a) the assets purchased from the Debtor and (b) the Debtor's prepetition secured credit facility assigned to Purchaser by Dominion Capital Corp. ("Dominion").

holder of that credit facility.⁸ As of the date of the filing of the petition, Purchaser is credit bidding the sum of \$1,000,000.00 as a part of its bid under the Stalking Horse APA.

14. Relatedly, Kologik (Purchaser's parent) agreed to assist in funding COPsync's emergency cash needs through (i) a secured note in the amount of \$15,000.00 issued September 22, 2017, and (ii) a secured note in the amount of \$16,597.46 issued September 25, 2017 (collectively, the "Kologik Secured Notes") that were perfected by a UCC-1 filed in Delaware on September 25, 2017.

15. Finally, Kologik (Purchaser's parent) agreed to assist COPsync with its postpetition cash needs by helping fund a \$300,000.00 DIP Loan through an affiliated company, Kologik Financing Partners, LLC ("KFP").

16. A summary of the terms of the proposed sale to Purchaser under the Stalking Horse APA are as follows:⁹

- **Purchased Assets to be Purchased.** All assets other than those excluded, below (the "Purchased Assets").
- **Excluded Purchased Assets.** (a) Brandon-COPsync, LLC receivable, (b) vehicles and other rolling stock, and (c) tort claims and Chapter 5 avoidance actions (the "Excluded Assets").
- **Purchase Price.**
 - Credit Bid of \$1,000,000.00.
 - Retire the outstanding balance of the Debtor's DIP loan on the date of closing, up to a maximum of \$331,597.46.
 - Cash of \$600,000.00, payable within ninety (90) days of closing.

⁸ See documents evidencing the assignment of the Dominion Credit Facility to Purchaser attached hereto as **Exhibit 4**.

⁹ This section is intended as a summary. For a full recitation of all terms and conditions, parties should consult the Stalking Horse APA attached hereto as Exhibit 3. In the event of any conflict between the terms of the Purchase and Sale Agreement and any Order of this Court, the Order shall control.

- Membership interests in Kologik equaling ten (10) percent of its total membership interest, redeemable by Debtor in three (3) years in return for \$1,000,000.00 (at Debtor's option).
- Payment of all Cure Payment Liabilities (if any) on Assumed Contracts and Assumed Leases.
- **Break-Up Fee**. \$100,000.00.
- **Closing**. The sale of the Purchased Assets shall be closed within five (5) days from the entry of the Sale Order

Relief Requested

17. The Debtor seeks the entry of two Orders.

18. The first order (the "Bid Procedures Order")¹⁰ (a) authorizing and approving bid procedures (the "Bid Procedures") to be employed in connection with the proposed sale and transfer (the "Sale") of the assets (the Purchased Assets) of the Debtor through either the (i) Stalking Horse APA or (ii) a conformed APA, substantially in the form attached to the Bid Procedures Order as Exhibit "A" (the "Overbid APA") (the Stalking Horse APA and Overbid APA are interchangeably referred to, when relevant, as the "Purchase Agreement"); (b) scheduling an auction (the "Auction") and a hearing (the "Sale Hearing") within sixty (60) days of the Petition Date to consider approval of the Sale; (c) authorizing and approving procedures (the "Assignment Procedures") to be employed in connection with the assumption and assignment of certain contracts (the "Assumed Contracts") and leases (the "Assumed Leases") of the Debtor; (d) approving the manner and form of notice of the Auction with respect to the Sale, the Sale Hearing and the Assignment Procedures, substantially in the form attached to the Bid Procedures Order as Exhibit "B" (the "Sale Notice") and Exhibit "C" (the "Assignment Notice"); and (e) granting related relief. The Debtor requests a hearing on that

¹⁰ Attached hereto as **Exhibit 5**.

portion of the relief requested in this motion through the Bid Procedures Order on a special setting as a first day order and intends to move separately for such a hearing.

19. The second order (the “Sale Order”)¹¹ (a) authorizing the Sale of the Purchased Assets to the highest and best bidder, free and clear of liens, claims and interests, with liens, claims and interests attaching to the proceeds, by and through the relevant Purchase Agreement; (b) approving the Purchase Agreement of the (ii) the highest and best bidder (the “Successful Bidder”) and (ii) the second highest and best bidder (the “Backup Bidder”); (c) determining that the Successful Bidder and Backup Bidder are good faith purchasers pursuant to 11 U.S.C. § 363(m); (d) approving the Assumption and Assignment of the Contracts and Leases, if any; (e) abrogating the fourteen (14) day stay imposed by FED. R. BANKR. P. 6004(h); and (f) other related relief.

20. The Debtor requests hearing on the Sale Order (the Sale Hearing) occur within sixty (60) days from the Petition Date so that the Debtor can satisfy the requirements of the Stalking Horse APA and its DIP Lending agreement with Purchaser’s affiliate.

I. The Sale Free and Clear

A. Approval of Sale under § 363(b)(1)

21. This Motion contemplates that the Successful Bidder will buy the Purchased Assets through the relevant Purchase Agreement. This purchase will be accomplished pursuant to 11 U.S.C. § 363, which provides that the Debtor, “after notice and a hearing, may [...] sell [...], other than in the ordinary course of business, property of the estate.”¹²

¹¹ Attached hereto as **Exhibit 6**.

¹² 11 U.S.C. § 363(b)(1). *See Stephens Indus. v. McClung*, 789 F.2d 386, 390 (6th Cir. 1986) (“bankruptcy court can authorize a sale of all a Chapter 11 debtor’s assets under [Section] 363(b)(1) when a sound business purpose dictates such action.”); *In re Gucci*, 126 F. 3d 380, 387 (2d Cir. 1997) (“A sale of a substantial part of a Chapter 11 estate may be conducted if a good business reason exists to support it.”); *In re Lionel Corp.*, 722 F. 2d 1063, 1071 (2d Cir. 1983); *In re Chateaugay Corp.*, 973 F. 2d 141, 143 (2d Cir. 1992); *In re Johns-Manville Corp.*,

22. The Court should approve the Sale of the Purchased Assets to Purchaser if it finds that the Debtor demonstrates a sound business reason for the sale and the parties acted in good faith to sell the Purchased Assets at a fair and reasonable price.¹³ Section 105(a) provides in relevant part that “[t]he Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.”¹⁴

23. Courts typically consider the following four factors in determining whether a proposed sale satisfies this standard: (a) whether a sound business justification exists for the sale, (b) whether adequate and reasonable notice of the sale was given to interested parties, (c) whether the sale will produce a fair and reasonable price for the property, and (d) whether the parties have acted in good faith.¹⁵

24. Once a debtor articulates a valid business reason for a sale, the business judgment rule acts as a presumption that the debtor has acted on an informed basis, in good faith, and in the honest belief that the sale is in the best interests of the estate.¹⁶

25. The Debtors’ decision to sell the Purchased Assets to Purchaser is based on its sound business judgment. The Debtor seeks to liquidate the estate so that it may justly and

60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (“Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.”).

¹³ See *In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983) (holding that the proper standard to use when considering a proposed motion to sell is the business judgment test); *In re Continental Air Lines, Inc.*, 780 F.2d 1223 (5th Cir. 1986) (following *Lionel* in requiring a “business justification for using, selling, or leasing the property outside the ordinary course of business”). See also *In re 240 N. Brand Partners*, 200 B.R. 653, 659 (9th Cir. B.A.P. 1996) (citing to *Lionel* for proposition that “debtors who wish to utilize section 363(b) to dispose of property of the estate must demonstrate that such disposition has a valid business justification.”).

¹⁴ 11 U.S.C. § 105(a).

¹⁵ See, e.g., *In re Weatherly Frozen Food Group, Inc.*, 149 B.R. 480, 483 (Bankr. N.D. Ohio 1992); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991).

¹⁶ See *In re Gulf States Steel Inc. of Ala.*, 285 B.R. 497, 514 (Bankr. N.D. Ala. 2002) (“The Trustee is responsible for the administration of the estate and his or her judgment on the sale and the procedure for the sale is entitled to respect and deference from the Court, so long as the burden of giving sound business reasons is met.”).

equitably compensate creditors. The sale of the Purchased Assets will generate value for the estate, and their sale will help expedite payment to the holders of allowed claims. Further, the proposed Bid Procedures provide an opportunity for the Purchased Assets' exposure to the market thereby providing the potential for an even larger recovery for the estate. The Debtor has been unable to garner control of its cash needs for some time and is likely to have continuing losses post-petition. The Debtor has been seeking equity partners or purchasers for over five (5) months. This sale process is intended to balance the considerations of length of market exposure with the avoidance of future losses, both from a cash-flow standpoint as well as the loss of customers.

26. Adequate and reasonable notice of the Sale will be given to interested parties. Again, this Sale process should be considered to have begun five (5) months ago, not on the Petition Date. Additionally, the Debtor will contact all parties with whom it has previously had contact.

27. Because of the pre and post-petition efforts through which the Debtor is seeking a buyer, the Sale will produce a fair and reasonable price for the Purchased Assets. The Purchased Assets have been exposed to the market for a considerable length of time. In addition, the proposed Sale will now be exposed to the market in order to solicit an overbid. Through this process the Debtor is assured of achieving the maximum value for the Purchased Assets.

28. The parties have acted in good faith. The Stalking Horse APA is the culmination of the Debtor's intensive months-long search for a buyer and was extensively negotiated between the parties at arms-length with the assistance of counsel. Kologik, Purchaser and the Debtor had no connection whatsoever prior to the commencement of negotiations between Purchaser and Debtor approximately eight (8) weeks ago.

29. Here, each of the preceding four factors has been satisfied. The Debtor currently has inadequate liquidity to continue operating. The orderly sale of the Purchased Assets proposed herein will monetize the Purchased Assets for the benefit of the Debtor's creditors. As discussed above, the Debtor will be providing adequate and reasonable notice to interested parties of the opportunity to bid on the Purchased Assets and of the opportunity to object to the Sale of those assets or to provide a higher purchase price.¹⁷ The procedure proposed herein will provide for an open and competitive bidding process for the Purchased Assets. The Debtor is proceeding in good faith and will make a showing at the Sale Hearing that the purchaser of the Purchased Assets has acted in good faith. Courts generally conclude that parties have acted in good faith with respect to a proposed sale if the purchase price is adequate and reasonable and the terms of the sale are disclosed fully.¹⁸

30. As such, the Court should approve the Sale of the Purchased Assets pursuant to the Bid Procedures proposed herein.

B. Approval of the Sale Under § 363(f)

31. Pursuant to this motion, the Debtor also requests authorization to sell the Purchased Assets free and clear of any liens, claims, encumbrances, or other interests that may be asserted against the Purchased Assets. Section 363(f) provides for the sale of property of the estate by the debtor "free and clear of any interest in such property of any entity other than the

¹⁷ See, e.g., *Folger Adam Security Inc. v. DeMatteis/MacGregor*, 209 F. 3d 252, 265 (3d Cir. 2000) (stating that notice is sufficient if it includes "the time and place of any public sale, the terms and conditions of any private sale, states the time for filing objections and, if real estate is being sold, provides a general description of the property"); *In re WBQ P'ship*, 189 B.R. 97, 103 (Bankr. E.D. Va. 1995) ("notice is sufficient if it includes the terms and conditions of the sale, if it states the time for filing objections, and if the estate is selling real estate, it generally describes the property") (quoting *In re Karpe*, 84 B.R. 926, 929 (Bankr. M.D. Pa. 1988)).

¹⁸ See, e.g., *In re Abbotts Dairies of Pa., Inc.*, 788 F. 2d 143, 149-50 (3d Cir. 1986).

estate.”¹⁹ Such “free and clear” provision permits a sale free and clear of interests beyond liens and permits a sale free and clear of claims,²⁰ contractual rights,²¹ and statutory interests.²²

32. Section 363(f) permits a debtor to sell “free and clear” of an interest if any one of the following conditions is satisfied:

- 1) applicable nonbankruptcy law permits the sale of such property free and clear of such interest;
- 2) the lienholder or claimholder consents;
- 3) such interest is a lien, and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- 4) such interest is in bona fide dispute; or
- 5) the lienholder or claimholder could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.²³

In addition, a court may authorize the sale of a debtor’s assets free and clear of any liens, claims, or encumbrances under Section 105 of the Bankruptcy Code.²⁴

33. While Section 363(f) permits the sale of assets “free and clear of any interests,” the term “any interest,” as used in section 363(f), is not defined anywhere in the Bankruptcy Code.²⁵ In *Folger Adam*, the Third Circuit specifically addressed the scope of the term “any

¹⁹ 11 U.S.C. § 363(f).

²⁰ *In re Trans World Airlines, Inc.*, 322 F.3d 283 (3d. Cir. 2003).

²¹ See *Unsecured Creditors’ Comm. of Robert L. Helms Constr. & Development v. Southmark Corp.*, 139 F.3d 702 (9th Cir. 1998).

²² See *Precision Indus., Inc. v. Qualitech Steel SBQ, LLC*, 327 F.3d 537, 543-548 (7th Cir. 2003)).

²³ 11 U.S.C. § 363(f).

²⁴ See *In re White Motor Credit Corp.*, 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987) (“Authority to conduct such sales [free and clear of liens] is within the court’s equitable powers when necessary to carry out the provisions of Title 11.”).

²⁵ *Folger Adam Security v. DeMatteis/MacGregor, JV*, 209 F.3d 252, 259 (3d Cir. 2000).

interest.”²⁶ The Third Circuit observed that while some courts have “narrowly interpreted that phrase to mean only *in rem* interests in property,” the trend in modern cases is towards “a broader interpretation which includes other obligations that may flow from ownership of the property.”²⁷ As determined by the Fourth Circuit in *In re Leckie Smokeless Coal Co.*, 99 F.3d 573, 581-582 (4th Cir. 1996), a case cited approvingly and extensively by the Third Circuit in *Folger Adam*, the scope of 11 U.S.C. § 363(f) is not limited to *in rem* interests. Thus, the Third Circuit in *Folger Adam* stated that *Leckie* held that the debtors “could sell their assets under § 363(f) free and clear of successor liability that otherwise would have arisen under federal statute.”²⁸

34. Section 363(f) is drafted in the disjunctive. Thus, satisfaction of any of the requirements enumerated therein will suffice to warrant the Estate’s Sale of the Purchased Assets free and clear of all interests and claims, except with respect to any interests and claims that may be assumed liabilities under the applicable Purchase Agreement.²⁹ Attached hereto as **Exhibit 7** is the result of the Debtor’s search of the uniform commercial code filings in Delaware (the proper location for perfection of UCC security interests against the Debtor):

- a. Multiple UCC Financing Statements filed by Bank of New Hampshire (“BNH”) in contract rights affecting (a) Agency Bookings for VidTac-Related Bookings totaling \$313,477.38 and (b) Brite Computer-Related Bookings totaling \$205,869.00. A later UCC amendment changed the name of the debtor from the Debtor to Patsy’s Leasing Corp. Thus, the Debtor is no longer the debtor associated with this UCC-1 filing.

²⁶ *Id.* at 258.

²⁷ *Id.* at 258 (citing 3 COLLIER ON BANKRUPTCY 363.06[1]).

²⁸ *Folger Adam*, 209 F.3d at 258.

²⁹ See *Citicorp Homeowners Services, Inc. v. Elliot*, 94 B.R. 343, 345 (E.D. Pa. 1988).

- b. UCC Financing Statement filed October 10, 2016 in favor of Dominion Capital LLC, evidencing perfection of the Dominion Credit Facility (since assigned to Purchaser).
 - c. UCC financing Statement dated September 13, 2017 in favor of MEF I, L.P. in that certain receivable due from Brandon-COPsync, LLC (which receivable is excluded from the Purchased Assets). COPsync borrowed \$330,000.00 from MEF I, L.P. on or about April 6, 2017 and Dominion Capital released its lien in the Brandon-COPsync, LLC in MEF I, L.P.'s favor as a part of that transaction and that receivable is part of the Excluded Assets.
 - d. UCC financing Statement dated September 20, 2017 in favor of the Brewer Group. The Debtor considers this UCC filing is to constitute a preference under section 547 of the Bankruptcy Code and, even if it were not, it ranks behind the lien of the Purchaser.
 - e. UCC financing Statement dated September 25, 2017 in favor of Kologik. The Kologik filing was contemporaneous with two loans made by it to the Debtor, which loans are proposed to be "rolled-up" in to the KFP DIP Facility. Regardless, Kologik consents to the sale under section 363(f).
35. According to the Debtor's books and records, its obligation to BNH has been changed to Patsy's Leasing Corp. Thus, the Dominion Credit Facility assigned to Purchaser is the senior secured debt against the Purchased Assets.

36. The Debtor is aware of other attempted perfections of security interests in the state of Texas.³⁰ This includes at least one other party, Making Sense, LLC, that has recently attempted to perfect an interest in the Purchased Assets by filing a UCC-1 with the Texas secretary of state on August 7, 2017. The Debtor, however, takes the position that such filings are ineffective under the UCC as the provisions of the UCC require that to be effective a financing statement must be filed with the appropriate office in the state of incorporation of the Debtor.³¹ In this case, the Debtor is incorporated under the laws of the state of Delaware, and UCC lien filings must be made in Delaware. Moreover, the August 7, 2017 filing was made

³⁰ The results of Debtor's search of the Texas UCC records is attached hereto as **Exhibit 8**.

³¹ Tex. Bus. & Com. Code § 9.307(e).

within the ninety (90) days prepetition and is clearly preferential. Notwithstanding the ineffectiveness of a Texas UCC filing in order to perfect an interest against the Debtor, and the preferential nature of the August 7, 2017 filing, in an abundance of caution, the Debtor has added Making Sense, LLC to the special Mennonite notice list.³²

37. The Debtor requests that the Court approve the Sale of the Purchased Assets as free and clear on any liens, claims and interests whether now known, with any such liens, claims and interests attaching instead to the proceeds of any such Sale, with Purchaser having the full right to credit bid its Dominion Credit Facility position.

III. Approval of Bid Procedures

38. The Debtor requests that this Court approve the attached Bid Procedures for the implementation of the Sale process.³³ The Bid Procedures provide a (a) structured marketing and overbid qualification process, (b) overbid and Auction methodology and (c) bid selection and closing framework. The Bid Procedures are summarized as follows:

- a. Due Diligence.** The Bid Procedures establish a procedure for parties interested in the Purchased Assets to gain access to due diligence materials needed to review prior to making an “as is, where is” offer.
- b. Qualified Bidders.** In order to qualify as a bidder for the Purchased Assets (to be a “Qualified Bidder”), the Bid Procedures require that interested parties (other than Purchaser):
 - I. Provide an executed confidentiality agreement;
 - II. Provide a 10% deposit that remains non-refundable through the closing of the Sale if they are selected as the Successful or Back-up Bidder, and
 - III. Provide an executed asset purchase agreement on substantially the terms of, or on terms more favorable to the Debtor than, those set forth in the

³² Debtor’s Mennonite notice list of possible entities that could assert liens against the Purchased Assets is attached hereto as **Exhibit 9**.

³³ Capitalized terms contained in the summary of the Bid Procedures in this paragraph 35 derive from the proposed Bid Procedures Order attached hereto as **Exhibit 5**.

Overbid APA (attached to the Bid Procedures Order as Exhibit “A”) which Overbid APA shall:

1. specify the amount of cash or other form of consideration acceptable to the Debtor offered by the bidder for the Purchased Assets, with a minimum initial bid comprised of two components: (i) a cash bid of \$2,100,000.00 (computed as Purchaser’s \$1,000,000.00 credit bid of the Dominion Credit Facility, plus Purchaser’s credit bid of the \$300,000.00 DIP Facility, plus Purchaser’s \$600,000 bid of cash, plus Purchaser’s \$100,000.00 breakup fee, plus the \$100,000.00 minimum overbid increment) and (ii) a cash or other consideration bid that the Debtor in its reasonable discretion considers to equal in value Purchaser’s ten (10) percent membership interest and associated option, which membership interest and option will have a minimum value for the purposes of this Sale of \$500,000.00 ,³⁴ (i) and (ii) collectively are the “Minimum Bid”);
2. constitute an irrevocable offer by such the bidder to complete its proposed purchase upon the terms set forth therein, and must be irrevocable until closing of the Sale of the Purchased Assets to the Successful Bidder;
3. include a copy of a board resolution or similar document demonstrating the authority of the bidder to submit an offer to purchase the Purchased Assets on the terms proposed by such the bidder and identifies the officer(s) or authorized agent(s) appearing on behalf of the bidder;
4. include information demonstrating to the Debtor that the bidder has the financial wherewithal to close the transaction and
5. acknowledge that it will not be entitled to a break-up fee, termination fee, expenses, or substantial contribution claim of any type.

IV. Submit a bid of at least the Minimum Bid by no later than 5:00 p.m. CST, _____, 2017, via email to Mr. John M. Duck, john.duck@arlaw.com, to be eligible to participate in the Auction of the Purchased Assets.

- c. **Credit Bidding.** The Bid Procedures allow Purchaser’s credit bid.
- d. **No Bids/One Qualified Bid.** In the event the Debtor does not receive a Qualified Bid in addition to Purchaser, the Debtor shall request at the Sale Hearing that the

³⁴

Debtor reserves the right to present testimony as to the value of this membership interest.

Bankruptcy Court approve the Sale of the Purchased Assets to Purchaser and request that the Sale Order be immediately effective upon entry.

- e. **The Auction.** The Bid Procedures establish an auction process, should there be more than one Qualified Bidder. The Auction will occur at 10:00 a.m. at the offices of Adams & Reese, LLP on the day of the Sale Hearing. After announcing the current high bid, the Debtor will preside over the Auction initially using \$100,000.00 minimum bidding increments (over and above the Minimum Overbid), ultimately leading to the selection of a Successful Bidder and Back-up Bidder.
- f. **Break-up Fee.** Purchaser shall be entitled to break-up fee of \$100,000.00 in order to reimburse it for the time, effort and cost it has expended in becoming the stalking horse bidder.
- g. **Court Approval of Successful and Back-up Bidders.** Immediately after the Auction in open court, the Debtor will present the bids he considers the Successful and Back-up Bids to the court for approval.
- h. **Failure to Consummate Purchase.** Should the Successful Bidder fail to consummate the Sale within five (5) days of the issuance of the Sale Consummation Order, the Debtor will call upon the Back-up Bidder to close the Sale and the Successful Bidder shall forfeit its Deposit. Should the Back-up Bidder fail to close the Sale, the Back-up Bidder will likewise forfeit its deposit.

The Bidding Procedures also provide the Debtor with the reasonable discretion to waive and/or alter these rules and requirements if in the interest of the Debtor's estate³⁵

39. "When conducting an asset sale, the ultimate responsibility of the debtor, and the primary focus of the bankruptcy court, is the maximization of the value of the assets sold."³⁶ In furtherance of that goal, bidding procedures, such as those proposed here, may be used in court-supervised asset sales because they streamline the acquisition process, "help to provide an adequate basis by which to compare offers" and ultimately, maximize value.³⁷

³⁵ This section is intended as a summary. For a full recitation of all terms and conditions, parties should consult the proposed Bid Procedures Order attached hereto as **Exhibit 5**.

³⁶ John J. Jerome & Robert D. Drain, *Bankruptcy Court is Newest Arena for M&A Action*, N.Y.L.J., June 3, 1991.

³⁷ See *id.* See also *In re Integrated Res., Inc.*, 147 B.R. 650, 659 (S.D.N.Y. 1992) (bidding procedures "are important tools to encourage bidding and to maximize the value of the debtor's assets.").

40. The Bid Procedures are reasonably calculated to encourage a buyer to submit a final bid within the range of reasonably anticipated values.

41. The Debtor believes that the Bidding Procedures are appropriate under 11 U.S.C. §§ 105 and 363 to ensure that the bidding process is fair and reasonable and will yield the maximum value for the estate and its creditors. The Bidding Procedures proposed herein are designed to maximize the value received for the Purchased Assets by facilitating a competitive bidding process in which all potential bidders are encouraged to participate and submit competing bids.

42. The Bidding Procedures provide potential bidders with sufficient notice and an opportunity to acquire information necessary to submit a timely and informed bid. Thus, the Debtor and all parties in interest can be assured that the consideration for the Purchased Assets will be fair and reasonable. At the same time, the Bidding Procedures provide the Debtor with the opportunity to consider all competing offers and to select, in his reasonable business judgment the highest and best offer for the Purchased Assets.

43. The Debtor submits that the Bidding Procedures proposed herein are fair and appropriate under the circumstances, consistent with the procedures routinely approved by courts in this state and in the best interest of the Estate. The Debtor believes that it is imperative that he promptly move forward in hope that higher and better offers are generated for the Purchased Assets. Accordingly, the Bidding Procedures were developed consistent with the Estate's need to expedite the Sale process, but with the objective of promoting further active bidding that will result in the highest or better offer for the Purchased Assets. The Bidding Procedures are designed to facilitate the orderly, yet competing, bidding to maximize the net value realized from the Sale by the Estate. In particular, the Bidding Procedures contemplate an auction process with

minimum (but appropriate) barriers to entry and provide potential bidding parties with sufficient time to perform due diligence and acquire the information necessary to submit a timely and well-informed bid.

44. At the same time, the bidding procedures provide the Debtor with an adequate opportunity to consider competing bids and select the highest and best offer for the completion of the Sale. Entering into the Stalking Horse APA with Purchaser ensures the Estate obtains fair market value by setting a minimum purchase price that will be tested in the marketplace. As such, the Debtor's creditors can be assured that, taking into account the financial condition of the Debtor and the economy, the consideration obtained will be fair and reasonable and at or above market.

IV. Assumption and Assignment

27. By this motion, the Debtor requests the assumption of the Contracts and Leases pursuant to 11 U.S.C. § 365 and FED. R. BANKR. P. 6006 and 9014, and the assignment to the Successful Bidder in association with the purchase of the Purchased Assets. In association therewith, the Debtor seeks approval of the Assignment Procedures, which will govern the determination any cure payments and objections. The Assignment Procedures are set forth in that proposed order attached hereto as Exhibit 5.

28. Pursuant to Section 365 of the Bankruptcy Code, the Debtor can assume or reject any unexpired lease or executory contract. But if there has been a default, the Debtor can only assume: after curing any default or providing adequate assurances of promptly curing any default; and (ii) providing adequate assurances of future performance. 11 U.S.C. §§ 365(a), 365(b) and 365(b)(C). The Debtor's decision to assume or reject agreements under § 365 is

governed by the business judgment test. *Richmond Leasing Company v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985).

29. The business judgment standard mandates that a court approve a debtor's business decision unless the decision is the product of bad faith, whim or caprice with approval withheld if the "judgment is clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code." See *Lubrizol Enters. v. Richmond Metal Finishes*, 756 F.2d 1043, 1047 (4th Cir. 1985), cert. denied, 475 U.S. 1057 (1986); *Allied Technology, Inc. v. R.B. Brueman & Sons*, 25 B.R. 484, 495 (Bankr. S.D. Ohio 1982).

30. The Debtors submit that the assumption and assignment of the Contracts and Leases is in the best interests of the estate. The Contracts and Leases were all utilized in the Debtor's conduct of business. The assumption and assignment to the Successful Bidder will help maximize the value of the Purchased Assets.

V. Relief from Bankruptcy Rule 6004(h) is Appropriate

45. Bankruptcy Rule 6004(h) provides that an "order authorizing the use, sale, lease of property... is stayed until the expiration of fourteen (14) days after entry of the order, unless the court orders otherwise." FED. R. BANKR. P. 6004(h).

46. All creditors and interested parties will receive notice of the Sale or a competing transaction and will be provided with an opportunity to be heard. The Debtor submits that such notice is adequate for entry of an order approving this motion and waiving the fourteen (14) days waiting period under Bankruptcy Rule 6004(h). Otherwise, the Debtor would need to further compress the notice period to accommodate the fourteen (14) day stay.

VI. Purchaser Acted in Good Faith

47. A condition to the consummation of the purchase of the Purchased Assets is that the Court find that the ultimate purchaser has acted in “good faith” within the meaning of 11 U.S.C. § 363(m). Section 363(m) provides that “[t]he reversal or modification on appeal of an authorization under [section 363(b) or (c)] of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith.”³⁸

48. The good-faith requirement in § 363(m) is not specifically defined. Many courts turn to “traditional equitable principles and [hold] that the phrase encompasses one who purchases in good faith and for value.”³⁹ “Typically, the misconduct that would destroy a purchaser’s good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the debtor, or an attempt to take grossly unfair advantage of other bidders.”⁴⁰ “The requirement that a purchaser act in good faith, of course, speaks to the integrity of his conduct in the course of the sale proceedings.”⁴¹ The good-faith requirement prohibits “fraudulent, collusive actions specifically intended to affect the sale price or control the outcome of the sale.”⁴²

³⁸ 11 U.S.C. § 363(m).

³⁹ *Hytken v. Williams*, 2007 U.S. Dist. LEXIS 27671, *14 (S.D. Tex. Mar. 30, 2007) (quoting *In re Colony Hill Assocs.*, 111 F.3d 269, 276 (2d Cir. 1997), *aff’d*, 2008 U.S. App. LEXIS 12240 (5th Cir. June 6, 2008) (per curiam)).

⁴⁰ *Hytken*, 2007 U.S. Dist. LEXIS 27671 at **14-15 (quoting *Dick’s Clothing & Sporting Goods, Inc. v. Phar-Mor, Inc.*, 212 B.R. 283, 290 (N.D. Ohio 1997) (quoting *In re Rock Indus. Machinery Corp.*, 572 F.2d 1195, 1198 (7th Cir. 1978))).

⁴¹ *Id.* at *15 (quoting *Rock Indus.*, 572 F.2d at 1198).

⁴² *Id.* (quoting *In re Made in Detroit, Inc.*, 414 F.3d 576, 581 (6th Cir. 2005)).

49. A bankruptcy court is not required to make an explicit finding of good faith in order to authorize a sale under the Bankruptcy Code.⁴³ Although the Bankruptcy Code does not define “good faith purchaser,” courts interpreting Section 363(m) of the Bankruptcy Code have held that “to show lack of good faith [a party] must show fraud, collusion... or an attempt to take grossly unfair advantage of other bidders.”⁴⁴ Yet, because there is no bright line test, courts examine the facts of each case by concentrating on the “integrity of [an actor’s] conduct during the sale proceedings.”⁴⁵

50. Under these standards – and by any other – the Purchaser has acted in good faith. The Stalking Horse APA, and the Sale of the Purchased Assets pursuant thereto, is the product of an open market sale. The consideration to be received by the Estate is substantial, fair and reasonable. The Debtor will supplement this with any additional relevant facts following the Sale Consummation Hearing, additional facts will be shown. At such time, this Court should find that the Purchaser or other Successful Bidder should be considered a “good faith purchaser” within the meaning of § 363(m) with respect to the Purchase Agreement and the Sale of the Purchased Assets.

⁴³ See *In re Zinke*, 97 B.R. 155, 156 (E.D.N.Y. 1989) (finding that a duty to make an explicit finding of good faith before permitting a sale “has not been imposed by the Second Circuit or the United States Supreme Court”).

⁴⁴ *In re Coated Sales, Inc.*, No. 89 Civ. 37-4 (KMW), 1990 WL 212899 (S.D.N.Y. Dec. 13, 1990). See also *In re Sasson Jeans, Inc.*, 90 B.R. 608, 610 (S.D.N.Y. 1988) (quoting *In re Bel Air Asocs., Ltd.*, 706 F. 2d 301, 305 (10th Cir. 1983)).

⁴⁵ *In re Pisces Leasing Corp.*, 66 B.R. 671, 673 (E.D.N.Y. 1986) (quoting *Rock Indus.*, 572 F.2d at 1198). See also *In re Abbotts Dairies of Pa., Inc.*, 788 F. 2d 143, 147 (3d Cir. 1986) (“The requirement that a purchaser act in good faith...speaks to the integrity of his conduct in the course of the sale proceedings. Typically, the misconduct that would destroy a purchaser’s good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.”) (citations omitted).

VIII. Notice

51. The Debtor intends to notice a full copy of this motion and exhibits on the (a) United States Trustee, (b) all potential holders of liens and interests against property of the Estate of which the Debtor is aware according to a review of current available information records, (c) all creditors on the Debtor's mailing matrix, and (d) all parties that have requested notice in this case.

52. In addition, the Debtor proposes to provide the following:

a. The Sale Notice is reasonably calculated to provide parties in interest with proper notice of the potential Sale of the Purchased Assets, the related Bid Procedures, the Sale Hearing, the structure of the Sale and related implication on interested parties, including, without limitation, creditors, customers, suppliers and employees.

b. The Assignment Notice is reasonably calculated to provide all counterparties to the Assumed Contracts and Assumed Leases with proper notice of the potential assumption and assignment of their executory contracts or unexpired leases and the proposed amount necessary to cure any existing default therein relating thereto, as well as the Assignment Procedures.

WHEREFORE, the Debtor requests the entry of two Orders:

53. The first order (the Bid Procedures Order)⁴⁶ (a) authorizing and approving bid procedures (the Bid Procedures) to be employed in connection with the proposed Sale and transfer (the Sale) of the assets (the Purchased Assets) of the Debtor through either the (i) Stalking Horse APA or (ii) a conformed APA, substantially in the form attached to the Bid Procedures Order as Exhibit "A" (the Overbid APA), (b) scheduling an auction (the Auction) and a hearing (the Sale Hearing) within sixty (60) days of the Petition Date to consider approval

⁴⁶ Attached hereto as **Exhibit 5**.

of the Sale, (c) authorizing and approving procedures (the Assignment Procedures) to be employed in connection with the assumption and assignment of certain contracts (the Assumed Contracts) and leases (the Assumed Leases) of the Debtor, (d) approving the manner and form of notice of the Auction with respect to the Sale, the Sale Hearing and the Assignment Procedures, substantially in the form attached to the Bid Procedures Order as Exhibit “B” (the Sale Notice) and Exhibit “C” (the Assignment Notice) and (e) granting related relief. The Debtor requests a hearing on the Bid Procedures Order on a special setting as a first day order and intends to move separately for such a hearing.

The second order (the Sale Order)⁴⁷ (a) authorizing the Sale of the Purchased Assets to the highest and best bidder, free and clear of liens, claims and interests, with liens, claims and interests attaching to the proceeds, (b) approving the Purchase Agreement of the (i) the highest and best bidder and (ii) the second highest and best bidder; (c) determining that the Successful Bidder and Backup Bidder are good faith purchasers pursuant to 11 U.S.C. § 363(m); (d) approving the Assumption and Assignment of the Contracts and Leases; (e) abrogating the fourteen (14) day stay imposed by FED. R. BANKR. P. 6004(h); and (f) other related relief. The Debtor requests that the Sale Hearing occur within sixty (60) days following the entry of the Bid Procedures Order.

[Signature block on following page.]

⁴⁷ Attached hereto as **Exhibit 6**.

Respectfully Submitted,

ADAMS AND REESE LLP

By: /s/John M. Duck

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Attorneys for the Debtor, COPsync, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing *Motion for Entry of Orders (I) Approving the Sale of Assets Free and Clear, (II) Approving Bid Procedures in Connection with the Sale, (III) Approving the Assumption and Assignment of Certain Contracts and Leases and Approving the Procedures to be Employed with Assumption and Assignment, (IV) Approving Debtor's Form of Notice, and (V) Granting Related Relief* has been served upon all parties listed below via the court's CM/ECF electronic service on the 30th day of September, 2017 and/or on the attached mailing matrix by placing a copy in the United States mail, first class, postage prepaid and properly addressed this October 2, 2017.

- John M. Duck john.duck@arlaw.com, laurie.anders@arlaw.com
- Office of the U.S. Trustee USTPRegion05.NR.ECF@usdoj.gov

/s/John M. Duck

JOHN M. DUCK

Label Matrix for local noticing
053L-2
Case 17-12625
Eastern District of Louisiana
New Orleans
Sat Sep 30 11:07:01 CDT 2017

COPsync, Inc.
400 Poydras Street
Suite 2100
New Orleans, LA 70130-3282

United States Bankruptcy Court
Eastern District of Louisiana
Hale Boggs Federal Building
500 Poydras Street, Suite B-601
New Orleans, LA 70130-3319

156th Judicial DA's Office
111 S. St. Mary
Beeville, TX 78102-5619

32nd District Attorney - Mitchell County
100 E. Third Street, Suite 201
Sweetwater, TX 79556-4576

47th District DA's Office -
Auto Theft Unit
501 Fillmore Suite 1A
Amarillo, TX 79101-2449

824 Highway 3 Investments LP
2831 Palmer Highway
Texas City, TX 77590-6931

84th & 316th District Courts
Hutchinson County
P. O. Box 790
Stinnett, TX 79083-0790

91st Judicial District
c/o Eastland County DA
100 W. Main, Room 204
Eastland, TX 76448-2700

AFCO
Dept 0809
P. O. Box 120001
Dallas, TX 75312-0809

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Attn: RPS
1932 Wynnton Road
Columbus, GA 31993-0797

AT&T Mobilibty - Mason County
Sheriff's Office
P. O. Box 6463
Carol Stream, IL 60197-6463

AT&T Mobilibty - Terrell
Independent School District
Police Department
P. O. Box 6463
Carol Stream, IL 60197-6463

AT&T Mobility - Company
P. O. Box 6463
Carol Stream, IL 60197-6463

AT&T Mobility - Huntington Police Dept.
P. O. Box 6463
Carol Stream, IL 60197-6463

AT&T Mobility - Shane Rapp
P. O. Box 6463
Hoffman Estates, IL 60179-6463

AT&T Mobility - Starr County
Sheriff's Office
P. O. Box 6463
Carol Stream, IL 60197-6463

AT&T Mobility - Zavalla
Police Department
P. O. Box 6463
Carol Stream, IL 60197-6463

AT&T#4768
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Carol Stream, IL 60197-6463

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Addison, TX 75001-3260

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Alpine Christian School
402 East Holland Avenue
Alpine, TX 79830-4804

Alpine Independent School District
704 Sul Ross Avenue
Alpine, TX 79830

Alpine Municipal Court
309 West Sul Ross Avenue
Alpine, TX 79830-4513

Amarillo College Moore County Campus
1220 East First
Dumas, TX 79029-3554

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1314 Commercial
Anson, TX 79501-4313

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Scottsdale, AZ 85260-3642

Aon Risk Services Southwest, Inc.
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Houston, TX 77056-2739

Aranas County Sheriff's Office
301 N. Live Oak Street
Rockport, TX 78382-2744

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206 E. Walnut
Archer City, TX 76351

Archer County Sheriff's Office
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Archer City, TX 76351

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Jourdanton, TX 78026

Atascosa County Animal Control Authority
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Jourdanton, TX 78026-3406

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Peace Pct 2
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Lytle, TX 78052-3953

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Police Department
415 Tisdell Lane
Aubrey, TX 76227-5109

Aubrey Municipal Court
107 S. Main Street
Aubrey, TX 76227-5519

Aubrey Police Department
108 East Elim Street
Aubrey, TX 76227-9119

Austin Constable Sheriff's Office
417 North Chesley
Bellville, TX 77418-1344

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Ballinger, TX 76821-5502

Ballinger Independent School District
802 Conda Avenue
Ballinger, TX 76821-1904

Ballinger Police Department
106 North 9th Street
Ballinger, TX 76821-5502

Balmorhea Independent School District
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Bandera City Marshal's Office
511 Main Street
Bandera, TX 78003

Bandera County Sheriff's Office
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Bandera, TX 78003-5056

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Houston, TX 77041-4000

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Beeville Police Department
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Falfurrias, TX 78355-5516

Brooks County Court Justice of
the Peace Pct 2
P. O. Drawer 5516
Falfurrias, TX 78355-5516

Brooks County Court Justice of the
Peace Pct 3
P. O. Drawer 541
Falfurrias, TX 78355-0541

Brooks County Court Justice of the
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Brownfield, TX 79316-4400

Bruceville-Eddy Police Department
City of Bruceville-Eddy
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Eddy, TX 76524-3955

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Burnet, TX 78611-2200

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Irving, TX 75039-4317

CDW.g
75 Remittance Drive, Suite 1515
Chicago, IL 60675-1515

CJIS Group, LLC
124Marriott Drive, Suite 201
Tallahassee, FL 32301-2981

Cactus Municipal Court
P. O. Box 365
Cactus, TX 79013-0365

Cactus Police Department
200 US Hwy 287 N.
Cactus, TX 79013

Caitlin Raymond
256 Deer Cross Lane
San Antonio, TX 78260-7002

Calapasas West PartnersLP
c/o Maxim Group LLC
405 Lexington Avenue FL 2
New York, NY 10174-0003

Caldwell Country
P. O. Box 27
Dallas, TX 75244

Caleb J. Trotter
2600 E. Renner Road
Richardson, TX 75082-3467

Calhoun County Constable Pct 4
548 Clark Lane
Port Lavaca, TX 77979-5810

Calhoun County Constable Pct 2
1539 School Road
Port Lavaca, TX 77979-5616

Calhoun County Sheriff's Office
211 S. Ann
Port Lavaca, TX 77979-4203

Callahan County Sheriff's Office
101 West 4th, Suite 104
Baird, TX 79504

Calvert Independant School District
310 Hickory St.
Calvert, TX 77837

Calvert Municipal Court
620 South Main Street
Calvert, TX 77837

Calvert Police Department
P. O. Box 505
Calvert, TX 77837-0505

Calvin Chaney & Carroll Chaney, Attorneys
1320 Timberwood Trail
New Braunfels, TX 78132-4130

Cameron County Sheriff's Office
7300 Old Alice Road
Olmito, TX 78575-5132

Cameron Police Department
308 S. Houston Avenue
Olmito, TX 78575

Canadian Independent School District
800 Hillside
Canadian, TX 79014-3233

Canton Municipal Court
555 W. Hwy 243
Canton, TX 75103

Cap Fleet Upfitters
4715 S. General Bruce Drive
Temple, TX 76502-1420

Cardinal Tracking, Inc.
1825 Lakeway Drive, Suite 100
Lewisville, TX 75057-6046

Carl Vaughn Ward
2017 N. State Hwy 55
Camp Wood, TX 78833-1126

Carol F. Alosa
286 S. Street
Concord, NH 03301-2664

Carson County Sheriff's Office
P. O. Box 972
Panhandle, TX 79068-0972

Castroville Police Department
411 London Street
Castroville, TX 78009-4505

Cathedral School of St. Jude
600-58th Street North
Saint Petersburg, FL 33710-7121

Cathy C. Talcott
Tax Assessor Collector, PCC
Comal County Tax Office
P. O. Box 659480
San Antonio, TX 78265-9480

Cede & Co.
570 Washington Blvd.
Jersey City, NJ 07310-1617

Celina Independent School District
Police Department
205 S. Colorado
Celina, TX 75009-6441

Center Municipal Court
Attn: Accounts Payable Department
P. O. Box 1744
Center, TX 75935-1744

Central Community School System
10510 Joor Road, Suite 300
Baton Rouge, LA 70818-3925

Chad A. Whitney
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San Angelo, TX 76901-1592

Chadwick Cedillo
1050 York Creek Road
New Braunfels, TX 78130-7147

Channing Independent School District
916 Greenwood
Channing, TX 79018

Chaparral Energy
701 Cedar Lake Blvd.
Oklahoma City, OK 73114-7806

Charles Stephen Markwith
4590 Marshall Run Circle Apt 102
Glen Allen, VA 23059-5891

Charlotte Independent School District
102 E. Hindes Ave.
Charlotte, TX 78011

Cherokee Constables Sheriff's Office
272 Underwood St.
Rusk, TX 75785-1705

Chico Independent School District
1120 Park Road
Chico, TX 76431-1961

Chico Police Department
400 S. Hovey Street
Chico, TX 76431-2449

Child Safety Network, LLC
10601 Tierra Santa Blvd., G404
San Diego, CA 92124-2616

Childress County Sheriff's Office
1005 Avenue F. NE
Childress, TX 79201-4031

Childress Police Department
315 Commerce Street
Childress, TX 79201-4525

Chillicothe Police Department
P. O. Box 546
Chillicothe, TX 79225-0546

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Esther Blind Trust
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Christopher Wiand
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Christoval Independent School District
20065 3rd Street
Christoval, TX 76935

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P. O. Box 660335
Dallas, TX 75266-0335

Cisco College Police Department
101 College Heights
Cisco, TX 76437-1900

Cisco Independent School District
1503 Leggett Street
Cisco, TX 76437-2801

Cisco Municipal Court
500 Conrad Hilton Blvd
Cisco, TX 76437-3136

Cisco Police Department
504 Conrad Hilton
Cisco, TX 76437-3136

City of Alba Police Department
P. O. Box 197
Alba, TX 75410-0197

City of Albany Police Department
P. O. Box 3248
Albany, TX 76430-8059

City of Alpine Police Department
Attn: Chief Scown
309 West Sul Ross Avenue
Alpine, TX 79830-4513

City of Arp Police Department
109 W. Longview
Arp, TX 75750-5604

City of Baird
328 Market Street
Baird, TX 79504-6498

City of Baird City Marshall
415 Chestnut Street
Baird, TX 79504

City of Ballinger
P. O. Box 497
Ballinger, TX 76821-0497

City of Bangs Police Department
109 South 1st Street
Bangs, TX 76823-3144

City of Bartlett Police Department
P. O. Box 670
Bartlett, TX 76511-0670

City of Bertram Police Department
163 W. Vaughan Street
Bertram, TX 78605-4507

City of Big Lake
203 N. Plaza
Big Lake, TX 76932-5213

City of Bishop Police Department
119 E. 4th Street
Bishop, TX 78343-2203

City of Booker
P. O. Box M
Booker, TX 79005-0450

City of Boyd Police Department
Attn: W. Taylor
500 West Knox Street
Boyd, TX 76023-3214

City of Brady Police Department
209 S. Elm
Brady, TX 76825-4606

City of Brownfield Police Department
120 N. 5th Street
Brownfield, TX 79316-4304

City of Brownsboro Police Department
P. O. Box 303
Brownsboro, TX 75756-0303

City of Buckholts Police Department
P. O. Box 117
Buckholts, TX 76518-0117

City of Bullard Police Department
114 S. Phillips Street
Cuney, TX 75759

City of Bulverde Police Department
30360 Cougar Bend
Bulverde, TX 78163-4569

City of Burnet Police Department
P. O. Box 1369
Burnet, TX 78611-7369

City of Burton Police Department
P. O. Box 255
Burton, TX 77835-0255

City of Caddo Mills Police Department
P. O. Box 490
Caddo Mills, TX 75135-0490

City of Canton Police Department
24980 State Hwy 64
Canton, TX 75103-6197

City of Celeste Police Department
P. O. Box 399
Celeste, TX 75423-0399

City of Chandler Police Department
P. O. Box 425
Chandler, TX 75758-0425

City of Colorado City Police Department
P. O. Box 912
Colorado City, TX 79512-0912

City of Cross Plains Police Department
P. O. Box 129
Cross Plains, TX 76443-0129

City of Crowell Police Department
101 E. California Street
Crowell, TX 79227

City of Dalhart
P. O. Box 2005
Dalhart, TX 79022-6005

City of Dalhart Police Department
P. O. Box 2005
Dalhart, TX 79022-6005

City of De Leon Police Department
125 S. Texas
De Leon, TX 76444-1862

City of Driscoll Police Department
P. O. Box 178
Driscoll, TX 78351-0178

City of Early Police Department
P. O. Box 3100
Brownwood, TX 76803-3100

City of East Tawakoni Police Department
288 Briggs Blvd.
Point, TX 75472-7140

City of Eastland Police Department
P. O. Box 749
Eastland, TX 76448-0749

City of Eden Police Department
P. O. Box 1422
Eden, TX 76837-1422

City of Emory Police Department
P. O. Box 100
Emory, TX 75440-0100

City of Estelline Police Department
P. O. Box 8
Estelline, TX 79233-0008

City of Eustace Police Department
P. O. Box 579
Eustace, TX 75124-0579

City of Flatonia Police Department
105 South Market Street
Flatonia, TX 78941

City of Garden Ridge
9400 Municipal Pkwy
San Antonio, TX 78266-2366

City of George West Police Department
404 Nueces
George West, TX 78022-3789

City of Gladewater Police Department
Tim Barnett
519 East Broadway
Gladewater, TX 75647-2411

City of Grand Saline Police Department
132 E. Frank
Grand Saline, TX 75140-1824

City of Grandview Police Department
P. O. Box 506
Grandview, TX 76050-0506

City of Granite Shoals Police Department
2221 N. Phillips Ranch Rd.
Marble Falls, TX 78654-2019

City of Gregory Police Department
206 W. 4th St
Gregory, TX 78359

City of Hallettsville Police Department
104 East Fourth Street
Hallettsville, TX 77964-2818

City of Hamlin Police Department
351 S. Central
Petersburg, TX 79250

City of Haskell Police Department
301 S. First Street
Haskell, TX 79521-5918

City of Hawley Police Department
P. O. Box 649
Hawley, TX 79525-0649

City of Hempstead Police Department
1015 11th Street
Hempstead, TX 77445-5227

City of Hudson Police Department
210 Mt Carmel
Lufkin, TX 75904

City of Ingram Police Department
226 Highway 39
Ingram, TX 78025-3264

City of Jamaica Beach Police Department
Attn: Howard Foreman
5264 Jamaica Beach
Galveston, TX 77554-8674

City of Jarrell Police Department
120 N. 5th Street
Hamilton, TX 76531

City of Junction Police Department
730 Main Street
Junction, TX 76849-4608

City of Kenedy Police Department
303 W. Main
Kenedy, TX 78119-2721

City of Kigore Police Department
909 N. Kilgore Street
Kilgore, TX 75662-5837

City of Kingsville Police Department
1700 E. King
Kingsville, TX 78363-5928

City of Kingsville Specialized Crime &
Narcotics Task Force
P. O. Box 213
Kingsville, TX 78364-0213

City of Kirby Police Department
4130 Ackerman Road
San Antonio, TX 78219-1198

City of Kirbyville Police Department
105 S. Elizabeth Avenue
Kirbyville, TX 75956-2101

City of Kyle Police Department
300 W. Center Street
Kyle, TX 78640-9452

City of Lampasas Fire Deparement
312 East Third Street
Lampasas, TX 76550-2820

City of Lampasas Police Deparement
312 East Third Street
Lampasas, TX 76550-2820

City of Lindale Police Department
P. O. Box 130
Lindale, TX 75771-0130

City of Lometa Police Department
P. O. Box 280
Myra, TX 76253-0280

City of Lone Oak Municipal Court
P. O. Box 127
Lone Oak, TX 75453-0127

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107 S FRONTAGE RD STE A
LORENA TX 76655-9609

City of Lorenzo Police Department
P. O. Box 430
Lorenzo, TX 79343-0430

City of Lott Police Department
117 E. Gassaway
Lott, TX 76656

City of Lytle Police Department
P. O. Box 743
Lytle, TX 78052-0743

City of Martindale Police Department
Nancy Hempel, City Secretary
P. O. Box 365
Martindale, TX 78655-0365

City of Memphis Police Department
721 W. Robertson Street
Memphis, TX 79245-3345

City of Meridian Police Department
P. O. Box 306
Meridian, TX 76665-0306

City of Merkel Police Department
100 Kent Street
Delmita, TX 78536

City of Miles Police Department
P. O. Box 398
Miles, TX 76861-0398

City of Mineola Police Department
300 Greenville Avenue
Mineola, TX 75773-1032

City of Munday Police Department
121 E. Main Street
Munday, TX 76371

City of Natalia Police Department
300 3rd Street
Natalia, TX 78059

City of Oak Ridge Police Department
129 Oak Ridge Dr.
Gainesville, TX 76240-1530

City of Olney Police Department
P. O. Box 546
Olney, TX 76374-0546

City of Omaha Police Department
P. O. Box 937
Omaha, TX 75571-0937

City of Onalaska Police Department
P. O. Box 880
Onalaska, TX 77360-0880

City of Paducah Police Department
804 10th Street
Paducah, TX 79248

City of Palmer Police Department
P. O. Box 489
Palmer, TX 75152-0489

City of Palmview Police Department
400 W. Veterans Blvd.
Mission, TX 78572-8327

City of Pearsall Police Department
911 Veterans Drive
Pearsall, TX 78061-6631

City of Pharr
1900 S. Cage
Pharr, TX 78577-6751

City of Pleasanton Police Department
108 Second St
Pleasanton, TX 78064

City of Point Police Department
365 Locust Street
Point, TX 75472-5523

City of Poth Police Department
200 N. Carroll Street
Poth, TX 78147-2001

City of Pottsboro Police Department
P. O. Box 1089
Pottsboro, TX 75076-1089

City of Quitman Police Department
P. O. Box 1855
Quitman, TX 75783-2855

City of Ralls Police Department
800 Avenue I
Ralls, TX 79357-3500

City of Reno Police Department
195 West Reno Rd
Azle, TX 76020-6001

City of Rio Vista Police Department
201 Hwy 174
P. O. Box 129
Rio Vista, TX 76093-0129

City of Rising Star Police Department
P. O. Box 35
Rising Star, TX 76471-0035

City of Robinson Police Department
111 West Lyndale
Waco, TX 76706-5619

City of Ropesville Police Department
P. O. Box 96
Ropesville, TX 79358-0096

City of Roscoe Police Department
P. O. Box 340
Roscoe, TX 79545-0340

City of Rose City Marshal's Office
370 S. Rose City Dr.
Vidor, TX 77662-9466

City of Rosebud Police Department
P. O. Box 657
Rosebud, TX 76570-0657

City of Runaway Bay Police Dept.
580 US Highway 380
Bridgeport, TX 76426

City of Saint Jo Police Department
P. O. Box 186
Saint Jo, TX 76265-0186

City of Sarita
P. O. Box 1358
Kingsville, TX 78364-1358

City of Seagraves Police Department
246 Main Street
Seagraves, TX 79359

City of Selma Police Department
9375 Corporate Drive
Schertz, TX 78154-1250

City of Seymour Police Department
P. O. Box 31
Seymour, TX 76380-0031

City of Shamrock Police Department
122 West 2nd Street
Shamrock, TX 79079-2208

City of Shiner Police Department
P. O. Box 308
Shiner, TX 77984-0308

City of Silsbee Police Department
1104 North 5th Street
Silsbee, TX 77656-3847

City of Slaton Police Department
175 N. 8th Street
Friona, TX 79035

City of Somervell Police Department
P. O. Box 159
Somerville, TX 77879-0159

City of Sonora
201 E. Main Street
Sonora, TX 76950-3798

City of Sonora Police Department
201 E. Main Street
Sonora, TX 76950-2609

City of Spur Police Department
402 N. Burlington
Spur, TX 79370-2420

City of Stamford Police Department
115 North Swenson
Stamford, TX 79553-4115

City of Stratford Police Department
PO Box 188
Stratford, TX 79084-0188

City of Sunray Police Department
415 Main Street
Sunray, TX 79086-2501

City of Sweetwater Police Dept
P. O. Box 450
Sweetwater, TX 79556-0450

City of Texhoma Police Department
P. O. Box 309
Texhoma, OK 73949-0309

City of Texline City Marshal
517 S. 2nd Street
Texline, TX 79087-3129

City of Tolar Police Department
P. O. Box 100
Tolar, TX 76476-0100

City of Trinidad Police Department
P. O. Box 43
Trinidad, TX 75163-0043

City of Troup Police Department
P. O. Box 637
Troup, TX 75789-0637

City of Van Police Department
189 South Maple Street
Van, TX 75790

City of Vidor Police Department
695 East Railroad
Vidor, TX 77662-5805

City of Vinton Police Department
436 Vinton Road
Anthony, TX 79821-8802

City of Waller Police Department
P. O. Box 239
Waller, TX 77484-0239

City of Weimar Police Department
1754 IH-10
Weimar, TX 78962

City of Wells Police Department
P. O. Box 20
Wells, TX 75976-9000

City of West Tawakoni Police Dept
1533 East SH 276
Quinlan, TX 75474

City of White Oak Police Department
103 East Old Highway 80
White Oak, TX 75693-2117

City of Whitehouse Police Department
P. O. Box 776
Whitehouse, TX 75791-0776

City of Wills Point Police Department
P. O. Box 505
Wills Point, TX 75169-0505

City of Wimberly City Marshal
221 Stillwater
P. O. Box 2027
Wimberley, TX 78676-6927

City of Windcrest Municpal Court
8601 Midcrown
San Antonio, TX 78239-2516

City of Windcrest Police Department
8601 Midcrown
San Antonio, TX 78239-2516

City of Wolfe City Police Department
P. O. Box 106
Wolfe City, TX 75496-0106

City of Yoakum Police Department
P. O. Box 738
Yoakum, TX 77995-0738

Clarendon Independent School District
416 S. Allen
Clarendon, TX 79226

Clifton Police Deaprtment
402 W. 3rd Street
Clifton, TX 76634-1605

Clinton and/or Lesly Jacobs
122 Sky Country Drive
New Braunfels, TX 78132-4140

Clyde Police Department
206 Oak Street
Clyde, TX 79510

Coahoma Independent School District
P. O. Box 110
Coahoma, TX 79511-0110

Cochran County Sheriff's Office
100 North Main
Morton, TX 79346-2500

Colbert Police Department
705 Moore Avenue
Colbert, OK 74733

Coleman County Sheriff's Office
100 W. Liveoak Street, #101
Coleman, TX 76834-3563

Collinsville Police Department
101 North Main
Collinsville, TX 76233

Colorado City Municipal Court
P. O. Box 912
Colorado City, TX 79512-0912

Colorado County Justice of the
Peace Pct 2
105 East Main Street
Weimar, TX 78962-2008

Comanche Constable Sheriffs Office
300 Industrial Blvd.
Comanche, TX 76442-1700

Comanche Independent School District
405 N. Lane Street
Comanche, TX 76442-2328

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3055 Kettering Blvd., Suite 415
Dayton, OH 45439-1900

Como-Pickton County Independent
School District
13017 TX Hwy 11 E.
Como, TX 75431-3716

Como-Pickton County Independent
School District Police Department
13017 TX Hwy 11E
Como, TX 75431-3716

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125 S. Market Street, Suite 1000
San Jose, CA 95113-2234

Comstock Independent School District
101 Sanderson St.
Comstock, TX 78837

Concho County Hospital
614 Eaker St
Eden, TX 76837

Concho Valley Council of Governments
2801 W. Loop 306, Suite A
San Angelo, TX 76904-7598

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880 Third Avenue 6th Floor
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Valley View, TX 76272-0526

County of Archer Constable Pct 1
138 Stange Drive
Holliday, TX 76366-4404

County of Archer Constable Pct 4
P. O. Box 458
Windthorst, TX 76389

County of Armstrong Sheriff's Office
P. O. Box 531
Claude, TX 79019-0531

County of Astascosa Constable Pct 1
2136 2nd Street
Pleasanton, TX 78064-1934

County of Astascosa Constable Pct 2
167 FM 3175
Lytle, TX 78052

County of Astascosa Constable Pct 4
Constable William Meadows
744 Hwy 281 South
Pleasanton, TX 78064

County of Atascosa Constable Pct 3
810 Main Street
Atascosa, TX 78002-6000

County of Atascosa Sheriff's Office
1108 Campbell Ave.
Jourdanton, TX 78026-3508

County of Baylor Sheriff's County
Baylor County Annex
Attn: Kevin Hostas
119 East McLain
Seymour, TX 76380-2534

County of Bee Sheriff's Office
1511 E. Toledo Street
Beeville, TX 78102-5308

County of Borden Sheriff's Office
P. O. Box 115
Borger, TX 79008

County of Brewster Sheriff's Office
201 West Ave E.
Alpine, TX 79830-4626

County of Briscoe Sheriff's Office
P. O. Box 70
Silverton, TX 79257-0070

County of Brooks Sheriff's Office
Attn: Tinker Villarreal
801 County Road 201
Falfurrias, TX 78355-5921

County of Burnet Constable Pct 1
1701 E. Polk, Suite 30
Burnet, TX 78611-2739

County of Burnet Constable Pct 2
1701 East Polk Street, Suite 7
Burnet, TX 78611-2739

County of Burnet Constable Pct 3
810 Steve Hawkins Parkway #2
Marble Falls, TX 78654-6358

County of Burnet Constable Pct 4
810 Steve Hawkins Parkway
Marble Falls, TX 78654-6357

County of Burnet Sheriffs Office
P. O. Box 1249
Burnet, TX 78611-7249

County of Cherokee Constable Pct 3
Cherokee County Auditor
Attn: L.H. Crockett
201 E. 6th Street
Rusk, TX 75785-1169

County of Coke Sheriff's Office
13 East 7th Street
Robert Lee, TX 76945-5077

County of Collingsworth Sheriff's Office
806 Belton
Wellington, TX 79095-2730

County of Concho Sheriffs Office
P. O. Box 121
Paint Rock, TX 76866-0121

County of Cottle Sheriff's Office
P. O. Box 887
Paducah, TX 79248-0887

County of Crane Sheriff's Office
P. O. Box 1175
Crane, TX 79731-1175

County of Crockett Sheriff's Office
P. O. Box 1931
Ozona, TX 76943-1931

County of Crosby Sheriff's Office
201 West Aspen Street
Crosbyton, TX 79322-2500

County of Culberson Sheriff's Office
P. O. Box 159
Van Horn, TX 79855-0159

County of Dallam Sheriff's Office
501 Denver Ave.
Dalhart, TX 79022-2715

County of Dimmit Sheriff's Office
c/o County Auditor Carlos Pereda
407 West Houston
Dimmit County Courthouse
Carrizo Springs, TX 78834-3220

County of Donley Sheriff's Office
P. O. Box 910
Clarendon, TX 79226-0910

County of Erath Constable Pct 1
100 W. Washington
Stephenville, TX 76401-4255

County of Erath Constable Pct 2
100 W. Washington
Stephenville, TX 76401-4255

County of Fisher Sheriffs Office
P. O. Box 370
Roby, TX 79543-0370

County of Foard Sheriff's Office
100 E. California Street
Paducah, TX 79248

County of Glasscock Sheriff's Office
Attn: Accounts Payable
P. O. Box 239
Garden City, TX 79739-0239

County of Hall Sheriff's Office
512 Main Street #7
Memphis, TX 79245-3341

County of Hansford Sheriff's Office
10 NW Court
Spearman, TX 79081-2052

County of Hartley Sheriff's Office
P. O. Box 89
Channing, TX 79018-0089

County of Haskell Sheriff's Office
507 S. Second St.
Haskell, TX 79521-6503

County of Hemphill Sheriff's Office
400 Main Street
Canadian, TX 79014-2250

County of Hutchinson Sheriff's Office
1400 Veta Street
Borger, TX 79007-2539

County of Irion Sheriffs Office
P. O. Box 859
County Courthouse
209 North Park View
Mertzon, TX 76941-0859

County of Jeff Davis Sheriff's Office
P. O. Box 1061
Fort Davis, TX 79734-1061

County of Jim Hogg Sheriff's Office
211 E. Galbraith
Hebbronville, TX 78361-3403

County of Jones County Sheriff's Office
P. O. Box 821
Anson, TX 79501-0821

County of Karnes Constable Pct 2
400 County Road #218
Hobson, TX 78117-5590

County of Karnes Sheriff's Office
500 E. Wall St
Karnes City, TX 78118-3216

County of Kent Sheriff's Office
Attention: Margaret L. McCurry
P. O. Box 8
Jayton, TX 79528-0008

County of Kimble Sheriff's Office
415 Pecan Street
Junction, TX 76849-4144

County of Kinney Justice of the Peace
P. O. Drawer 348
Brackettville, TX 78832-0348

County of Kinney Sheriff's Office
109 North Street
Brackettville, TX 78832

County of Knox Sheriffs Office
P. O. Box 257
Knox City, TX 79529

County of La Salle Sheriff's Office
703 North Main Street
Cotulla, TX 78014-3149

County of Liberty Constable Pct 1
101 Mockingbird Land
Liberty, TX 77575-9696

County of Liberty Constable Pct 1-6
1923 Sam Houston
Liberty, TX 77575-4800

County of Liberty Constable Pct 2
P. O. Box 31
Daisetta, TX 77533-0031

County of Liberty Constable Pct 3
650 CR 2010
Liberty, TX 77575-4432

County of Liberty Constable Pct 4
1300 West Clayton
Dayton, TX 77535-2469

County of Liberty Constable Pct 5
22350 Hwy 321
Cleveland, TX 77327-9461

County of Live Oak Sheriff's Office
200 Larry R. Busby Drive
George West, TX 78022-3777

County of Llano Sheriff's Office
2001 N. State Hwy 16, Suite A
Llano, TX 78643-1086

County of Lubbock Sheriff's Office
P. O. Box 10536
Lubbock, TX 79408-3536

County of Mason Sheriff's Office
P. O. Box 391
Mason, TX 76856-0391

County of McCulloch Sheriff's Office
300 West Main Street
Brady, TX 76825-4411

County of McMullen Sheriff's Office
P. O. Box 242
Tilden, TX 78072-0242

County of Menard Sheriff's Office
P. O. Box 307
Menard, TX 76859-0307

County of Milam Sheriffs Office
103 W. Main
Cameron, TX 76520-3939

County of Mitchell Sheriff's Office
333 Pine
Colorado City, TX 79512-6019

County of Moore Sheriffs Office
700 South Bliss
Dumas, TX 79029-4448

County of Motley Sheriffs Office
701 Dundee Street
P. O. Box 727
Matador, TX 79244-0727

County of Nolan Constables Office
100 E. 3rd Street, Suite 109
Sweetwater, TX 79556-4546

County of Nolan Sheriffs Office
100 East Third Street, Suite 110
Sweetwater, TX 79556-4546

County of Ochiltree Constrable's Office
511 S. Main Street
Perryton, TX 79070-3127

County of Ochiltree Sheriff's Office
21 SE 6th Street
Perryton, TX 79070-3121

County of Oldham Sheriff's Office
P. O. Box 452
Vega, TX 79092-0452

County of Orange Constable Pct. 2
3500 Edgar Brown Dr
Orange, TX 77630-5300

County of Orange Constable Pct. 4
190 Camp St.
Vidor, TX 77662-4958

County of Parker Constable Pct 2
207 Fort Worth Highway
Weatherford, TX 76086-4442

County of Pecos Sheriff's Office
P. O. Box 1647
Fort Stockton, TX 79735-1647

County of Rains Sheriff's Office
P. O. Box 398
Emory, TX 75440-0398

County of Reagan Sheriff's Office
P.O. Box 100
Big Lake, TX 76932-0100

County of Reeves Sheriff's Office
P. O. Box 910
Pecos, TX 79772-0910

County of Refugio Sheriff's Office
P. O. Box 1022
Refugio, TX 78377-1022

County of Robertson Constable
3321 N. FM 46
Franklin, TX 77856-4911

County of Robertson Constable Pct 3 DARE
P. O. Boox 579
Franklin, TX 77856-0579

County of Runnels Sheriff's Office
612 Strong
Ballinger, TX 76821-5719

County of Schleicher Justice of the
Peace Pct 1
P. O. Box 536
Eldorado, TX 76936-0536

County of Schleicher Sheriff's Office
Linda Chancellor
Deputy Treasurer
P. O. Box 741
Eldorado, TX 76936-0741

County of Shackelford Constables Office
P. O. Box 2620
Albany, TX 76430-8029

County of Shackelford Sheriff's Office
309 NS 2nd
Albany, TX 76430

County of Sherman Sheriff's Office
P. O. Box 918
Stratford, TX 79084-0918

County of Staff Sheriff's Office
100 E. 6th Street
Rio Grande City, TX 78582-3550

County of Sterling Sheriffs Office
P. O. Box 928
Sterling City, TX 76951-0928

County of Stonewall Sheriff's Office
P. O. Box 388
Aspermont, TX 79502-0388

County of Sutton Sheriffs Office
P. O. Box 1212
Sonora, TX 76950-1212

County of Throckmorton Sheriffs Office
P. O. Box 700
Throckmorton, TX 76483-0700

County of Tom Green Sheriffs Office
222 West Harris
San Angelo, TX 76903-5841

County of Upton Sheriff's Office
P. O. Box 522
Rankin, TX 79778-0522

County of Val Verde Sheriff's Office
P. O. Box 1201
Del Rio, TX 78841-1201

County of Van Zandt Constable Pct 1
P. O. Box 189
Grand Saline, TX 75140-0189

County of Van Zandt Constable Pct 2
250 E. Goves Street
Canton, TX 75103-1300

County of Van Zandt Constable Pct 4
P. O. Box 499
Ben Wheeler, TX 75754-0499

County of Van Zandt County
Sheriff's Office
1220 W. Dallas
Canton, TX 75103-1016

County of Van Zandt Fire
Marshal's Office
121 East Dallas Street
Room 101
Canton, TX 75103-1496

County of Washington Sheriff's Office
1206 Old Independence
Brenham, TX 77833-2400

County of Webb Sheriff's Office
902 Victoria Street
Laredo, TX 78040-4456

County of Wharton Constable Pct 1
1017 N. Alabama Road
Wharton, TX 77488-4203

County of Wharton Constable Pct 2
City Patrol
704 Church Street
East Bernard, TX 77435-8713

County of Wharton Constable Pct 2
East Bernard
P. O. Box 780
East Bernard, TX 77435-0780

County of Wharton Constable Pct 3
P. O. Box 184
Louise, TX 77455-0184

County of Wharton Constable Pct 4
605 E. Caljoun
El Campo, TX 77437-4613

County of Wheeler Sheriff's Office
P. O. Box 88
Wheeler, TX 79096-0088

County of Wichita District Attorney
900 7th Street, Rm 351
Wichita Falls, TX 76301-2402

County of Young Sheriffs Office
315 North Cliff Drive
Graham, TX 76450-1831

County of Zapata Sheriff's Office
2311 Stop 23A
Zapata, TX 78076

County of Zavala Sheriff's Office
200 East Uvalde Street
Crystal City, TX 78839-3511

Courtenay L. Berry
2527 Ocean Drive
Corpus Christi, TX 78404

Crane Police Department
115 W 6th Street
Crane, TX 79731-2628

Crawford Police Department
P. O. Box 7
Crawford, TX 76638-0007

Crockett County Justice of
the Peace Countrywide
P. O. Box 2067
Ozona, TX 76943-2067

Cross Plains Independent School District
700 North Main Street
Cross Plains, TX 76443-2112

Crystal City Independent School District
805 E. Crockett Street
Crystal City, TX 78839-2711

Crystal City Police Department
101 East Dimmit Street
Crystal City, TX 78839-3505

Cuero Independent School District
405 Park Heights Blvd.
Cuero, TX 77954-2132

Cuero Police Department
P. O. Box 660
Cuero, TX 77954-0660

Cumby Independent School District
303 Sayle Street
Cumby, TX 75433-2338

Cumby Police Department
100 E. Main Street
Cumby, TX 75433-4519

Cynthia L. Vetter
735 San Luis
New Braunfels, TX 78132-2895

Cynthia Wells
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Pearland, TX 77581-5202

Dalhart Christian Academy
1000 E. 16th St
Dalhart, TX 79022-5140

Dalhart Independent School District
Police Department
701 E. 10th Street
Dalhart, TX 79022-3807

Dalhart Municipal Court
205 Rock Island Ave.
Dalhart, TX 79022-2637

Dallam County Justice of the Peace
414 Denver Avenue, Suite 101
Dalhart, TX 79022-2728

Dallam-Hartley Counties
Hospital District
1411 Denver Ave
Dalhart, TX 79022-4809

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P. O. Box 139066
Dallas, TX 75313-9066

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11550 LBJ Freeway
Dallas, TX 75238-5242

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525 Green Place
Woodmere, NY 11598-1908

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Salida, CO 81201-2122

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Deaf Smith County Sheriff's Office
Courthouse
235 E. 3rd Street
Hereford, TX 79045-5520

Decatur Police Department
1 Gary K. Anderson Plaza
Decatur, IL 62523-1005

Defender Supply - Customer
14535 Industrial Park
Aubrey, TX 76227-6200

Del City
Power House Products, LLC d/b/a Del City
23287 Network Place
Chicago, IL 60673-1232

Delaware Division of Corporations
401 Federal Street, Suite 4
Dover, DE 19901-3639

Delaware Intercorp, Inc.
113 Barksdale Professional Center
Newark, DE 19711-3258

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c/o Dell USA, LP
P. O. Box 676021
Dallas, TX 75267-6021

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Oklahoma City, OK 73101-3198

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5368 State Highway Suite 276
Royse City, TX 75189

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Dickens, TX 79229-0059

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Dilley, TX 78017-0230

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P. O. Box 438
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7501 North State Highway 185
Seadrift, TX 77983

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Drew Broxson
1407 Ridgemoor Lane
Richardson, TX 75082-3003

Dublin Police Department
213 East Blackjack
Dublin, TX 76446-2303

Duke & Weinstein LLC
c/o The Brewer Group
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6200 Excelsior BLvd., Suite 104
Minneapolis, MN 55416-2734

Dumas Independent School District
421 W. 4th Street
Dumas, TX 79029-3604

Dumas Independent School District
Police Department
421 W. 4th Street
Dumas, TX 79029-3604

Dumas Police Department
124 East 7th Street
Dumas, TX 79029-4401

Durant Police Department
3104 Carl Albert Drive
Durant, OK 74701-1052

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805 S. Wheatley Street, Suite 600
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3773 Harding Blvd.
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East Bayview Holdings LLC
c/o Maxim Group LLC
405 Lexington Avenue FL 2
New York, NY 10174-0003

East Moutain Police Department
103 Municipal Drive
Gilmer, TX 75645-4001

Eastland County Dispatch
100 West Main, Suite 204
Eastland, TX 76448-2700

Eastland Independent School District
900 W. Plummer St
Eastland, TX 76448-2500

Eastland Municipal Court
113 East Commerce Street
Eastland, TX 76448-2810

Ector County Attorney-Environmental
1010 East 8th Street
Odessa, TX 79761-4634

Ector County Hospital District
Police Department
500 W. 4th Street
Odessa, TX 79761-5001

Ector County Sheriff's Office
2500 U.S. 385
Odessa, TX 79766-8000

Ector Police Department
P. O. Box 188
Ector, TX 75439-0188

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180 Skyview Avenue
New Braunfels, TX 78130-3235

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113 West Bryan Street
Eden, TX 76837

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120 E. Baltimore Street, Suite 1900
Baltimore, MD 21202-1616

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Edgewood, TX 75117-0377

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Maryland Heights, MO 63043-3003

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Machias, ME 04654-0313

Edwards County Sheriff's Office
P. O. Box 156
Rocksprings, TX 78880-0156

Ellis County Constable Pct 2
701 S IH 25E
Waxahachie, TX 75165

Ellis County Constable Pct 3
101 W. Main Street
Waxahachie, TX 75165-0405

Ellis County Fire Marshal
109 S. Jackson Suite 145
Waxahachie, TX 75165-3745

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Burton, TX 77835-5055

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Seguin, TX 78155-9467

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Tyler, TX 75702

Equity Trust Company DBA
Serling TR FBO Tim Mock
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1064 Knoxbridge Road
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Estelline Police Department
117 N. Main Street
Estelline, SD 57234

Ethan Severin
3512 Ash Lane
McKinney, TX 75070-7619

Eustace Independent School District
210 FM 316 South
Eustace, TX 75124

Eustace Independent School District
Police Department
320 FM 316 South
Eustace, TX 75124-2519

Everest Corporate Advisors, Inc.
5030 Paradise Road, Suite A 106
Las Vegas, NV 89119-1226

Executive Press, Inc.
1400 Presidential Drive, Suite 110
Richardson, TX 75081-2473

Explansion Capital Group
6001 S. Sharon Avenue
Suite 6
Sioux Falls, SD 57108-5744

Falls City Independent School District
525 N. Nelson Street
Falls City, TX 78113

Falls County Constable Pct 1
125 Bridge St
Malone, TX 76660-1000

Falls County Constable Pct 3
128 W. Main
Rosebud, TX 76570

Falls County District Attorneys Office
125 Bridge Street
Marlin, TX 76661-2870

Falls County Sheriff's Office
2847 Highway 6
Marlin, TX 76661-6588

Fannin County Constable Pct 3
403 Elm Street
Honey Grove, TX 75446-2126

Fannin County Sheriff's Office
2375 Silo Road
Bonham, TX 75418-5811

Farwell Police Department
P. O. Box 338
Farwell, TX 79325-0338

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4 W. Main Street
Bay Shore, NY 11706-8308

Fed-Ex
P. O. Box 660481
Dallas, TX 75266-0481

Federal Filings, LLC
807 Brazos Street, Suite 403
Austin, TX 78701-2774

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2027 Main Street
Waller, TX 77484

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Deborah L. Sterling IRA
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Fidelity Investment Custodian FBO
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Financial Industry Regulatory Authority
Officie of Fraud Detection & Market
Intelligence; Attn: Alicia Viguri
15200 Omega Drive, Suite 210
Rockville, MD 20850-3265

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Carol Stream, IL 60197-7000

Fish & Richardson P.C.
P. O. Box 3295
Boston, MA 02241-3295

Flatonia Independent School District
400 E. 4th Street
Flatonia, TX 78941-2638

Flatonia Municipal Court
125 South Main Street
Flatonia, TX 78941

Floresville Electric Light &
Power System
1400 4th Street
Floresville, TX 78114-2372

Floresville Independent School District
Police Department
1200 5th Street
Floresville, TX 78114-2009

Floresville Municipal Court
1120 D. Street
Floresville, TX 78114-2232

Floresville Police Department
920 C Street
Floresville, TX 78114-2222

Florida Department of Revenue
5050 W. Tennessee Street Bldg L
Tallahassee, FL 32399-0180

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Charlotte, NC 28289-0836

Ford Motor Credit
Box 220564
Pittsburgh, PA 15257-2564

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411 West 6th Street
Forsan, TX 79733

Fort Bend County Sheriff's Office
1410 Ransom Road
Richmond, TX 77469

Fort Davis Independent
School District
400 Webster Avenue
Fort Davis, TX 79734-5020

Fort Elliott County Independent
School District
501 Wilson Avenue
Briscoe, TX 79011

Fort Stockton Independent
School District
101 West Divison
Fort Stockton, TX 79735-7107

Fort Stockton Police Department
123 North Main Street
Fort Stockton, TX 79735-6818

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410 Mariposa Loop
New Braunfels, TX 78132-3354

Frank Phillips College
1301 Roosevelt Street
Borger, TX 79007-4427

Franklin County
P. O. Box 989
Mount Vernon, TX 75457-0989

Franklin County Constable Pct 1
208 Texas Hwy 37 South
Mount Vernon, TX 75457-3107

Franklin County Sheriff's Office
P. O. Box 989
Mount Vernon, TX 75457-0989

Franklin Independent School District
1216 W. FM 1644
Franklin, TX 77856-3513

Franklin Police Department
P. O. Box 428
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31 W. 52nd Street. FL 23
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1601 Main Street
Fredericksburg, TX 78624-5405

Friedman, LLC
301 Lippincott Drive, 4th Floor
Marlton, NJ 08053-4197

Frio County Constable Pct 1
502 South Cedar Street
Pearsall, TX 78061-3550

Frio County Constable Pct 2
502 South Cedar Street
Pearsall, TX 78061-3550

Frio County Constable Pct 3
P. O. Box 33
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Frio County Constable Pct 4
P. O. Box 1993
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Frio County Sheriff's Office
502 S. Cedar Street
Pearsall, TX 78061-3598

Friona Police Department
102 East 8th Street
Friona, TX 79035-2002

Fritch Municipal Court
P. O. Box 758
Fritch, TX 79036-0758

Fritch Police Department
P. O. Box 758
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Full Value Partners LP
c/o Maxim Group LLC
405 Lexington Avenue FL 2
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Full Value Special Situations Fund LP
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Gaines County Sheriff's Office
301 E. Ave A
Seminole, TX 79360-3622

Gainesville Independent School District
800 S. Morris Street
Gainesville, TX 76240-5412

Gainesville Independent School District
Police Department
1201 South Lindsay
Gainesville, TX 76240-5661

Gainesville Police Department
201 Santa Fe Street
Gainesville, TX 76240-2255

Galveston County Sheriff's Office
601-54th Street, Suite 2100
Galveston, TX 77551-4248

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Carol Stream, IL 60197-8750

Garden Ridge Police Department
9400 Municipal
San Antonio, TX 78266-2366

Gardere Wynne Swell, LLP
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Dallas, TX 75266-0256

Garrett Municipal Court
208 N. Ferris Street
Ennis, TX 75119-8338

Garrett Police Department
208 N. Ferris Street
Ennis, TX 75119-8338

Garrison Municipal Court
129 Greenwood Street
Garrison, TX 75946

Garrison Police Department
330 S B Avenue
Garrison, TX 75946-2239

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102 E. Decherd
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Post, TX 79356-2716

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400 College St
Gause, TX 77857-7334

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Salt Lake City, UT 84121-2886

Godley Independent School District
313 N. Pearson
Godley, TX 76044-3738

Godley Police Department
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Godley, TX 76044

Gold-Burg Independent School District
468 Prater Road
Bowie, TX 76230-6417

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701 East End
Goliad, TX 77963-4234

Gonzales County Constable Pct 3
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Gonzales, TX 78629-4071

Gonzales County Constable Pct 4
County Treasurer
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Gonzales, TX 78629-4071

Gonzales County Sheriff's Office
1713 E. Sarah Dewitt Drive
Gonzales, TX 78629

Gonzales Independent School District
1711 N. Sarah DeWitt Drive
Gonzales, TX 78629-2606

Gonzales Independent School District
Police Department
622 St. Paul
Gonzales, TX 78629-3552

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116 S. Kent Street
Gorman, TX 76454

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Grand Saline Municipal Court
132 E. Frank St.
Grand Saline, TX 75140-1824

Grape Creek Independent
School District
8207 US Hwy 87 North
San Angelo, TX 76901-7408

Grapeland Municipal Court
P. O. Box 52
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Grapeland Police Department
P. O. Box 567
Grapeland, TX 75844-0567

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200 South Crocket
Sherman, TX 75090-7167

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Guadalupe County Constable Pct 3
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2617 North Guadalupe
Seguin, TX 78155-7300

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Attn: Accounts Payable
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P. O. Box 899
Hallsville, TX 75650-0899

Hamilton Police Department
204 E. Main Street
Hamilton, TX 76531-1920

Hamlin Municipal Court
351 South Central Avenue
Hamlin, TX 79520-4831

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24 Hunters Hideaway
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Hanfords County Sheriff's Office
10 NW Ct Street
Spearman, TX 79081-2052

Hansford County Hospital
707 South Roland Street
Spearman, TX 79081-3441

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900 Wheelock Street
Hearne, TX 77859-3096

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Hearne, TX 77859

Hearne Police Department
City of Hearne
209 Cedar Street
Hearne, TX 77859-2599

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301 Jones
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Helotes, TX 78023-4098

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Helotes, TX 78023-4098

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1020 South Fourth Street
Canadian, TX 79014-3315

Hempstead Municipal Court
1015 11th Street
Hempstead, TX 77445-5227

Henderson County Sheriff's Office
206-A North Murchison Street
Athens, TX 75751

Henry L. Grothues
6535 Circle Oak
Bulverde, TX 78163-2335

Herb Severin
3512 Ash Lane
McKinney, TX 75070-7619

Herbert Severin
3512 Ash Lane
McKinney, TX 75070-7619

Hereford Police Department
212 N. Lee Avenue
Hereford, TX 79045-5340

Hico City Marshal's Office
120 W. First Street
Hico, TX 76457

Hidalgo County
101 E. Cano Street
Edinburg, TX 78539

Hidalgo County Constable Pct 1
1900 Joe Stephens Avenue
Weslaco, TX 78599-3702

Hidalgo County Constable Pct 2
300 W. Hall Acres
Pharr, TX 78577-5485

Hidalgo County Constable Pct 3
703 N. Breyfogle
Mission, TX 78572

Hidalgo County Constable Pct 4
2814 S. Bus Hwy 281
Edinburg, TX 78539-6243

Hidalgo County Fire Marshal's Office
1124 N M Rd
Edinburg, TX 78542-4264

Hidalgo County Sheriff's Office
711 El Cibola
Edinburg, TX 78542-0471

Highland Independent School District
6625 FM 608
Roscoe, TX 79545-4103

Hill Country Software and Support Inc.
4 Green Cedar Road
Boerne, TX 78006-7929

(c)HILL COUNTRY TELEPHONE COOPERATIVE
PO BOX 768
INGRAM TX 78025-0768

Hill County Courthouse
1 N. Waco Street
Hillsboro, TX 76645

Hinds County Sheriff's Office
407 E. Pascagoula Street
Jackson, MS 39201-4206

Hochberg Preparatory
20350 Northeast 26th Avenue
Miami, FL 33180-1136

Holiday Chevrolet
1009 Hwy 82 West
Whitesboro, TX 76273-9589

Holliday Police Department
Maria Valthrop
110 W. Olive
Holliday, TX 76366

Holly Kline
1301 Ash Street
Llano, TX 78643-2840

Hollywood Police Department
29164 Highway 72
Hollywood, AL 35752

Honey Grove Police Department
633 6th #1
Honey Grove, TX 75446-1885

Hood County Constable Pct 1
1200 W. Pearl St
Granbury, TX 76048-1834

Hood County Constable Pct 2
1200 W. Pearl St
Granbury, TX 76048-1834

Hood County Constable Pct 3
1200 W. Pearl St
Granbury, TX 76048-1834

Hood County Constable Pct 4
1200 W. Pearl St
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Hoover Police Department, AL
2020 Valleydale Road
Birmingham, AL 35244-2024

Hopkins County Fire Department
1266 Texas Street
Sulphur Springs, TX 75482

Hopkins County Justice of the
Peach Pct 1
128 K. Jefferson
Sulphur Springs, TX 75482-2779

Hopkins County Justice of the
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128 K. Jefferson
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Hopkins County Sheriff's Office
298 Rosemont
Sulphur Springs, TX 75482-2670

Houston Baptist University Police Dept.
7502 Fondren Road
Houston, TX 77074-3298

Houston Police Department
2202 St. Tmanuel Street
Houston, TX 77003-5955

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730 Fallen Oak
New Braunfels, TX 78132-3737

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300 Main Street, Rm 105
Big Spring, TX 79720-2500

Hubbard Police Department
118 N. Magnolia
Hubbard, TX 76648-2444

Huntington Police Department
802 US-69
Huntington, TX 75949

Hutchinson County Appraisal District
920 Illinois
Borger, TX 79007-6112

Hutchinson County Fire Marshal's Office
500 Main Street
Stinnett, TX 79083

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6825 LA Jolla Blvd.
La Jolla, CA 92037-6136

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58030 Meriam Street
Plaquemine, LA 70764-2714

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58030 Plaquemine Street
Plaquemine, LA 70764-2522

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33 S. State, 10th Floor
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Indiana Department of Revenue
Indiana Government Center North
100 North Senate Avenue
Indianapolis, IN 46204-2253

Indiana Department of Workforce
Development
P. O. Box 847
Indianapolis, IN 46206-0847

Ingleside Municipal Court
2425 8th Street
Ingleside, TX 78362-6149

Ingram Independent School District
510 College Street
Ingram, TX 78025-3207

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New Orleans, LA 70130

Iowa Colony Police Department
12003 County Road 65
Rosharon, TX 77583-5719

Iraan-Sheffield Independent
School District
100 Farr Street
Iraan, TX 79744

Italy Police Department
101 West Main Street
Italy, TX 76651

Itasca Fire Department
136 N. Hill St
Itasca, TX 76055-2103

Itasca Municipal Court
126 N. Hill
Itasca, TX 76055-2103

Itasca Police Department
126 N. Hill
Itasca, TX 76055-2103

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Minneapolis, MN 55402-8773

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Corsicana, TX 75110-2678

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New Braunfels, TX 78132-2354

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20 W. 8th Avenue
Bay Springs, MS 39422

Jasper County Sheriff's Office, TX
101 Burch Street,
Jasper, TX 75951-3923

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Jefferson Police Department
120 N. Polk
Jefferson, TX 75657-2214

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Johnson City, TX 78636-0369

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Johnson City, TX 78636

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100 Courthouse Square
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Jones County Constable
P. O. Box 148
Anson, TX 79501-0148

Jones County Justice of the Peace Court
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Anson, TX 79501-0345

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419 Yates Street
Laurel, MS 39440-3935

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Concord, NH 03301-2261

Joseph R. Alosa Sr.
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Josephine, TX 75164

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Friendswood, TX 77546-6053

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200 Zanderson
Jourdanton, TX 78026-3045

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Jourdanton, TX 78026-1610

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Junction, TX 76849-4508

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Wayne, NJ 07470-4189

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Karnes City Independent School District
314 North Hwy 123
Karnes City, TX 78118-1900

Karnes City Police Department
211 E. Calvert
Karnes City, TX 78118-3209

Karnes County
210 W. Calvert Suite 110
Karnes City, TX 78118-3119

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16703 FM 2697
Wheeler, TX 79096-7715

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298 Pecan Street
Wheeler, TX 79096

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Attn: Capt. C. Kirk
P. O. Box 10
Sarita, TX 78385-0010

Kenedy Independent School District
401 FM 719
Kenedy, TX 78119-2034

Kenedy Municipal Court
222 Tilden Street
Kenedy, TX 78119-2742

Kenneth R. Davis
7620 Highland Road
Santa Fe, TX 77517-3048

Kerens Municipal Court
200 S. Colket
Kerens, TX 75144-3002

Kerens Police Department
200 S. Colket Street
Kerens, TX 75144-3002

Kermit Independent School District
601 S. Poplar Street
Kermit, TX 79745-4712

Kermit Police Department
110 S. Torrillo
Kermit, TX 79745-2612

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76 Buckingham Road
Milton, MA 02186-4418

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2505 E. Kennedy
Round Rock, TX 78683

Kleberg County Constable Pct 2
620 N. Third
Round Rock, TX 78683

Kleberg County Constable Pct 3
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Riviera, TX 78379-3649

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Knox City, TX 79529-2227

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Minnetonka, MN 55345-2125

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194 S. FM 2360
Grulla, TX 78548

La Joya Police Department
P. O. Drawer H
La Joya, TX 78560-0180

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101 Courthouse Square
Cotulla, TX 78014-2263

La Salle County Constable Pct 4
101 Courthouse Square
Cotulla, TX 78014-2263

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Police Department
400 E. Loop 340
Waco, TX 76705-3420

La Vernia Independent School District
13600 US Hwy 87 West
La Vernia, TX 78121-5804

La Vernia Police Department
Attn: Angela Cantu
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La Vernia, TX 78121-0225

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830 Enterprise Blvd
Lake Charles, LA 70601-5428

Lakeport Police Department
207 Milam Road
Longview, TX 75603-5608

Lamar County Sheriff's Office
205 Main Street #B
Purvis, MS 39475-5439

Lamesa Police Department
601 S. 1st Street
Lamesa, TX 79331-6247

Lampasas Municipal Court
403 S. Main Street
Lampasas, TX 76550-2830

Lancaster Independent School District
Police Department
422 S. Centre Avenue
Lancaster, TX 75146-3829

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Austin, TX 78745-2609

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Moulton, TX 77975-0530

Lavaca County Sheriff's Office
38 FM 318
Hallettsville, TX 77964

Lavon Municipal Court
P. O. Box 9458
Lavon, TX 75166

Lavon Police Department
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Lavon, TX 75166

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Dime Box, TX 77853

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New Braunfels, TX 78132-5289

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Leonard, TX 75452-1270

Leonard Police Department
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Leonard, TX 75452-1270

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26 Royal Crest
New Braunfels, TX 78130-6173

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Lester Leissner & Stella Leissner Jtten
1157 Madeline
New Braunfels, TX 78132-4725

Lexington Independent School District
8731 N. Hwy 77
Lexington, TX 78947-9638

Lexington Police Department
650 Main Street
Lexington, TX 78947

Liberty County Sheriff's Office
12499 Pogo Street
Bristol, FL 32321-6411

Lighthouse Christian Learning Center
2420 Bulverde Rd
Bulverde, TX 78163-2100

Lillian M. Hudspeth Memorial Hospital
P. O. Box 455
Sonora, TX 76950-0455

Lillian McCown
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New Braunfels, TX 78130-2457

Lindale Independent School District
505 Pierce Street
Lindale, TX 75771-3336

Lindale Independent School District
Police Department
505 Pierce Street
Lindale, TX 75771-3336

Linden Police Department
102 N. Taylor Street
Linden, TX 75563-9506

Lindsay Police Department
608 Ash Street
Lindsay, TX 76250

Lindsey M. Herrera
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Lindsey Marschall
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Lipscomb County Sheriff's Office
105 Oak Street
Lipscomb, TX 79056

Little River Academy Police Department
509 E. Main
Little River Academy, TX 76554-2601

Live Oak Police Department
8001 Shin Oak Drive
San Antonio, TX 78233-2414

Llano Police Department
123 Robinson Park Drive
Llano, TX 78643-1889

Lone Oak Police Department
P. O. Box 127
Lone Oak, TX 75453-0127

Loraine Police Department
P. O. Box 7
Loraine, TX 79532-0007

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408 2nd Street
Louise, TX 77455

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10000 Celtic Drive
O'Conner Bldg. Suite 203
Baton Rouge, LA 70809-2501

Louisiana Department of Revenue
617 North Third Street
Baton Rouge, LA 70802-5432

Louisiana Workforce Commission
1001 N 23rd Street
Baton Rouge, LA 70802-3338

Loving County Sheriff's Office
100 Bell Street
Mentone, TX 79754

Loving County Treasurer
P. O. Box 133
Mentone, TX 79754-0133

Lubbock County Constable Pct 1
P. O. Box 10536
Lubbock, TX 79408-3536

Lubbock County Constable Pct 3
904 Broadway Rm 120
Lubbock, TX 79401-3407

Lubbock County Constable Pct 4
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Lueders-Avoca Independent
School District
334 South McHarg Street
Lueders, TX 79533-1148

Lynn County Sheriff's Office
810 Lockwood St
Tahoka, TX 79373-5045

Lytle Municipal Court
P. O. Box 743
Lytle, TX 78052-0743

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Police Department
310 E. Market Street
Mabank, TX 75147-2311

Mabank Police Department
129 East Market Street
Mabank, TX 75147-2308

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1209 W. Royal Blvd.
Malakoff, TX 75148-9416

Malakoff Police Department
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Malakoff, TX 75148-1177

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Marlin, TX 76661-2811

Marlin Municipal Court
101 Fortune
Marlin, TX 76661-2823

Marline Police Department
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Marlin, TX 76661-2823

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Meridian, TX 76665-0306

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Merkel, TX 79536-0430

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Milano, TX 76556-3028

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Milano, TX 76556-0052

Miles Municipal Court
P. O. Box 398
Miles, TX 76861-0398

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205 3rd Avenue
Milford, TX 76670

Milford Municipal Court
P. O. Box 26
Milford, TX 76670-0026

Milford Police Department
100 S. Main
Milford, TX 76670

Mineloa Independent School District
1000 West Loop 564
Mineola, TX 75773-3000

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114 South Bruce Avenue
Monahans, TX 79756-4300

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100 Grand Street
Montague, TX 76251

Montgomery Independent School District
Police Department
P. O. Box 1475
Montgomery, TX 77356-1475

Montgomery Municipal Court
101 Old Plantersville Road
Montgomery, TX 77356

Montgomery Police Department
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606 Avenue E
Moody, TX 76557

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224 East 2nd Street
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502 Union Street
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Moulton Municipal Court
102 S. Main
Moulton, TX 77975

Moulton Police Department
102 S. Main
Moulton, TX 77975

Mount Vernon Independent School District
501 Highway 37 South
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Mount Vernon Independent School District
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Nacogdoches, TX 75961-4812

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Chicago, IL 60646-1429

Naples Police Department
305 East Hwy 67
Naples, TX 75568

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Palm Beach Gardens, FL 33410-2896

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2614 Chapel Lake Drive, Suite B
Gambrills, MD 21054-1637

National Financial Services, LLC FBO
Joseph Wilburn Rollover IRA
499 Washington Blvd. FL 5 NJ5A
Newport Office Center III
Jersey City, NJ 07310-1995

Navajo Nation
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Window Rock, AZ 86515-9000

Nevada Agency and Transfer Company
50 West Liberty, Suite 880
Reno, NV 89501-1977

New Deal Police Department
404 Monroe Avenue
New Deal, TX 79350

New England Kenworth
P. O. Box 2700
Concord, NH 03302-2700

New Summerfield Municipal Court
P. O. Box 38
New Summerfield, TX 75780-0038

New Summerfield Police Department
13280 State Hwy 110 N
New Summerfield, TX 75780

New York State Department of Law
Attn: Investor Protection Bureau
120 Broadway, 23rd Floor
New York, NY 10271-0332

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Nixon Municipal Court
103 W. 3rd St.
Nixon, TX 78140

Nixon Police Department
100 W. Third Street
Nixon, TX 78140-2555

Nocona General Hospital
100 Park Road
Nocona, TX 76255-3616

Nocona Police Department
101 Cooke St
Nocona, TX 76255-2107

North Texas Tollway Authority
P. O. Box 660224
Dallas, TX 75266-0244

Northern Hills 401k Plan
c/o David Silver
Santa Fe Capital Group
4001 Office Court Dr., Suite 604
Santa Fe, NM 87507-4905

Northside Christian School
7777 62nd Avenue North
Saint Petersburg, FL 33709-1299

O'Donnell Police Department
608 4th Street
O'donnell, TX 79351

OKLAHOMA TURNPIKE AUTHORITY
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Oklahoma City, OK 73134-1722

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Odessa, TX 79764-7105

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Columbus, OH 43218-2413

Olney Independent School District
809 West Hamilton
Olney, TX 76374-1723

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Carrollton, TX 75006-2543

Onalaska Municipal Court
P. O. Box 880
Onalaska, TX 77360-0880

Opportunity Partners LP
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405 Lexington Avenue FL 2
New York, NY 10174-0003

Ore City Municipal Court
302 East Main Street
Ore City, TX 75683-2334

Ore City Police Department
302 E. Main Street
Ore City, TX 75683-2334

Otto Kaiser Memorial Hospital
3349 US 181
Kenedy, TX 78119-5247

Overton Police Department
1200 S. Commerce
Overton, TX 75684-1935

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File 55327
Los Angeles, CA 90074-5327

PMB Helin Donovan
P. O. Box 202260
Austin, TX 78720-2260

PR Newswire Association LLC
G.P.O. Box 5897
New York, NY 10087-5897

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1517 Townline Road
Benton Harbor, MI 49022-9697

Paint Rock Independent School District
698 S. Sims Street
Paint Rock, TX 76866

Palmer Independent School District
418 W. Jefferson
Palmer, TX 75152-9662

Palo Pinto County
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Panhandle Auto Burglary & Theft Unt
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Amarillo, TX 79101-2449

Panhandle Computer Services (PCS)
1386 US Highway 60
Panhandle, TX 79068-7119

Panhandle Police Department
117 Main Street
Panhandle, TX 79068

Panola County Constable Pct 2
110 S. Sycamore Room 102-A
Carthage, TX 75633-2527

Panola County Sheriff's Department
300 James Rudd Rd
Batesville, MS 38606

Paola Vaccari
c/o Italia Services SRL
Via Zanietta 133
Roma, 00143
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Paradise Independent School District
338 School House Road
Paradise, TX 76073-2619

Parks Advocacy Group
3400 SW 27th Avenue, Suite 203
Miami, FL 33133-5308

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P. O. Box 635
Friona, TX 79035-0635

Parmer County Justice of the Peace Pct 3
P. O. Box 781
Farwell, TX 79325-0781

Parmer County Justice of the Peace Pct 2
P. O. Box 896
Bovina, TX 79009-0896

Parmer County Sheriff's Office
401 3rd Street
Farwell, TX 79325-4671

Paterson Police Department, NJ
111 Broadway
Paterson, NJ 07505-1135

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Patricia Pitman Revocable Trust
52 Old Center Road
Deerfield, NH 03037-1337

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31 Hall Street
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Pearl Police Department Pearl, MS
Pearl Police Department
Attn: Lt. Johnson
2422 Old Brandon Road
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Pearsall Independent School District
Police Department
318 Berry Ranch Rd
Pearsall, TX 78061-3902

Pearsall Municipal Court
205 E. Rio Grande Street
Pearsall, TX 78061-3304

Pecos County
103 W. Callahan
Fort Stockton, TX 79735-7104

Pecos County EMS
310 W. 5th Street
Fort Stockton, TX 79735-5508

Pecos County Memorial Hospital
P. O. Box 1648
Fort Stockton, TX 79735-1648

Pecos-Barstow-Toyah
Independent School District
1302 South Park Street
Pecos, TX 79772-5718

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1111 South Main
Penitas, TX 78576

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Perryton Independent School District
821 SW 17th Avenue
Perryton, TX 79070-4406

Perryton Police Department
21 SE 2nd Avenue
Perryton, TX 79070-2610

Petersburg Police Department
1524 Main Street
Petersburg, TX 79250

Pharr-San Juan-Alamo
Independent School District
601 E. Kelly
Pharr, TX 78577-4905

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Pilot Point Municipal Court
102 E. Main
Pilot Point, TX 76258-4533

Pilot Point Police Department
102 East Main Street
Pilot Point, TX 76258-4533

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831 Stadium Drive
Pleasanton, TX 78064-2499

Pleasanton Independent School District
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Independent School District
P. O. Box 3440
Stinnett, TX 79083-3440

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102 Jones Avenue
Point Comfort, TX 77978

Point Municipal Court
365 N. Locust Street
Point, TX 75472-5523

Port Lavaca Police Department
201 N. Colorado
Port Lavaca, TX 77979-3403

Port Mansfield Police Department
400 W. Hidalgo, Suite 200
Raymondville, TX 78580-3529

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1000 Donald Foust Road
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1100 School Drive
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Poteet Independent School District
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Poteet Police Department
182 N. Fifth Street
Poteet, TX 78065

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Potter County Constable Pct 3
Potter County
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Potter County Constable Pct 4
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P. O. Box 1089
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Marfa, TX 79843-1055

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Presidio Police Department
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605 East Seventh Street
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Canyon Lake, TX 78133-4765

Providence Village Police Department
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Providence Village, TX 76227-5274

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401 E. Richmond
Quinlan, TX 75474-8792

Quinlan Police Department
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Quinlan, TX 75474-9700

Quitman Independent School District
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Quitman, TX 75783

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Canyon Lake, TX 78133-4725

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Emory, TX 75440-7102

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808 Commerce
Refugio, TX 78377-3154

Refugio Police Department
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Refugio, TX 78377-3204

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402 East Main Street
Rio Grande City, TX 78582-4449

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203 Seahawk Drive
Riviera, TX 78379-3631

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Roanoke, AL 36274-1439

Roanoke Police Department
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Roanoke, AL 36274-1651

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Robertson County Constable Pct 1
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Robertson County Constable Pct 2
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610 Main Street
Calvert, TX 77837-0308

Robertson County Justice of the
Peace Pct 2 Place 1
P. O. Box 282
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Hearne, TX 77859-3723

Robertson County Justice of the
Peace Pct 3 Place 1
P. O. Box 432
103 E. Morgan
Franklin, TX 77856-0432

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113 Jack St
Bremond, TX 76629-0320

Robertson County Sheriff's Office
P. O. Box 1109
Franklin, TX 77856-1109

Robinson Independent School District
Police Department
500 W. Lyndale
Robinson, TX 76706-5505

Robinson Independent School District
500 W. Lyndale
Waco, TX 76706-5505

Rockdale Independent School District
520 West Davilla
Rockdale, TX 76567-2861

Rockdale Municipal Court
505 W. Cameron
Rockdale, TX 76567-2897

Rockdale Police Department
140 W. Cameron
Rockdale, TX 76567-2812

Rockport Police Department
714 E. Concho
Rockport, TX 78382-4118

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1111 E. Yellow Jacket Lane
3rd Floor
Rockwall, TX 75087

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Justin, TX 76247-4128

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New Braunfels, TX 78130-2987

Rogers Independent School District
Police Department
304 Ranch
Ropesville, TX 79358-7021

Rogers Police Department
2 West Mesquite Avenue
Rogers, TX 76569-4075

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1101 W. 7th Street
Roscoe, TX 79545

Rosebud-Lott Independent School District
1789 US Hwy 77
Lott, TX 76656-3654

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Austin, TX 78728

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Rosenberg, TX 77471-5124

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26 Royal Crest
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P. O. Box 607
Rule, TX 79547-0607

Rusk Police Department
197 South Main
Rusk, TX 75785-1325

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New Braunfels, TX 78132-2354

Russell Chaney & Uphie Chaney Jtten
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Burnet, TX 78611-1034

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601 W. Main Stret
Decatur, TX 76234-1249

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501 N. Center Street
Sabinal, TX 78881-5100

Sabrina Roger
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Gladewater, TX 75647-3852

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Hallettsville, TX 77964-2999

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Cedar Park, TX 78630-0042

Saggio Technologies LLC
802 Prize Oaks Drive
Cedar Park, TX 78613-2622

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206 W. Evans
Saint Jo, TX 76265

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P. O. Box 170
Centerville, LA 70522-0170

Salado Police Department
313 North Stagecoach Road
Salado, TX 76571

Salvatore Christopher Tornabene
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San Antonio, TX 78232-4563

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San Antonio Police Department
315 S. Santa Rose Avenue
San Antonio, TX 78207-4557

San Augustine County Sheriff's Office
219 North Harrison
San Augustine, TX 75972-1907

San Augustine Police Department
810 N. Highway 96
San Augustine, TX 75972-1024

San Jacinto County Constable Pct 2
1000 N. Byrd Avenue #B4
Shepherd, TX 77371-6332

San Jacinto County Constable Pct 3
6311 FM 945 S
Cleveland, TX 77328-7784

San Jacinto County Constable Pct 4
227 Boat Launch Road
Pointblank, TX 77364-7474

San Jacinto County Sheriff's Office
75 W. Cedar Avenue
Coldspring, TX 77331-8047

San Patricio County Sheriff's Office
300 N. Rachal
San Antonio, TX 78287

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P. O. Box 195
Big Bend National Park, TX 79834-0195

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709 Wallis Avenue
Santa Anna, TX 76878-2046

Santa Rosa Police Department
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Santa Rosa, TX 78593-0326

Savoy Police Department
405 E. Hayes Street
Savoy, TX 75479-2313

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Eldorado, TX 76936-0536

Schleicher County Independent
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205 Fields Avenue
Eldorado, TX 76936

Schleicher County Medical Center
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501 S. Main Street
Seadrift, TX 77983

Seagraves Independent School District
1801 Avenue K
Seagraves, TX 79259

Seagraves Municipal Court
P. O. Box 37
Seagraves, TX 79359-0037

Sealy Police Department
City of Sealy
Attn: Accounts Payable
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Sealy, TX 77474-0517

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9375 Corporate Dr
Schertz, TX 78154-1250

Selma Unified School District
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3036 Thompson Avenue
Selma, CA 93662-2433

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Shamrock Independent School District
100 S. Illinois Street
Shamrock, TX 79079-2434

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1525 Court Street
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Shavano Park Police Department
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Shavano Park, TX 78231-1523

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Houston, TX 77095-4950

Shiner Catholic School
424 St. Ludmila
Shiner, TX 77984

Shiner Independent School District
510 CR 348
Shiner, TX 77984

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28883 Network Place
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31 W. 52nd Street FL 23
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Silo Independent School District
122 Bourne Street
Durant, OK 74701-8614

Slaton Independent School District
140 E. Panhandle Street
Slaton, TX 79364-4238

Slaton Independent School District
Police Department
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Slaton, TX 79364-4238

Smiley Marshal's Office
P. O. Box 189
Smiley, TX 78159-0189

Snyder Police Department
P. O. Box 1341
Snyder, TX 79550-1341

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258 Southhall Ln Suite 420
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Somerset Independent School District
Police Department
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Somerset Police Department
7360 E. 6th Street
Somerset, TX 78069-4409

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Southwest Independent School District
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Spur Municipal Court
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Stratford Independent School District
503 N. 8th
Stratford, TX 79084

Strawn Marshal's Office
118 E. Housely
Strawn, TX 76475

Strawn Municipal Court
118 E. Housely Street
Strawn, TX 76475

Sugar Land Police Department
1200 Texas 6
Sugar Land, TX 77478

Sul Ross State University
US Hwy 90
Alpine, TX 79830

Sul Ross State University Police Dept.
US Hwy 90
Alpine, TX 79830

Sulphur Police
101 North Huntington Street
Sulphur, LA 70663-2601

Sunil Kumar & Vandana Kumar JTTN
c/o Maxim Group LLC
405 Lexington Avenue FL 2
New York, NY 10174-0003

Sunray Independent School District
Accounts Payable
P. O. Box 240
Sunray, TX 79086-0240

Sunrise Beach Village Police Dept
124 Sunrise Drive
Sunrise Beach Village, TX 78643-9283

Superior Search & Staffing, Ltd
5011 Spring Valley Road, Suite 260W
Dallas, TX 75244

Sweetwater Independent School District
207 Musgrove Street
Sweetwater, TX 79556-5321

Synnex Corporation
5845 Collecions Center Dr.
Chicago, IL 60693-0058

TRS-Ren Telco
P. O. Box 45075
San Francisco, CA 94145-0075

Tahoka Police Department
1525 S. 2nd Street
Tahoka, TX 79373

Tanglewood Resort & Conference Center
290 Tanglewood Circle
Pottsboro, TX 75076-4869

Taylor County Sheriff's Office
450 Pecan Street
Abilene, TX 79602-1600

Teague Police Department
105 South 4th Avenue
Teague, TX 75860-1638

Teledynamics
P. O. Box 970305
Dallas, TX 75397-0305

Terrell County Independent
School District
P. O. Box 415
Sanderson, TX 79848-0415

Terrell County Justice of the Peace
Court 1 & 2
P. O. Box 313
Sanderson, TX 79848-0313

Terrell County Justice of the Peace
Court 3 & 4
P.O. Box 368
Sanderson, TX 79848-0368

Terrell County Sheriff's Office
105 E. Hackberry
Sanderson, TX 79848

Terrell Independent School District
700 N. Catherine Street
Terrell, TX 75160-2161

Terrell Independent School District
Police Department
700 N. Catherine Street
Terrell, TX 75160-2161

Terrell Police Department
201 East Nash
Terrell, TX 75160-2741

Terry Kohl
P. O. Box 21754
Seattle, WA 98111-3754

Terry W. Hohenshelt
P. O. Box 1629
Sandy, OR 97055-1629

(p)TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
REVENUE ACCOUNTING DIV - BANKRUPTCY SECTION
PO BOX 13528
AUSTIN TX 78711-3528

Texas Workforce Commission
Labor Law Payment Division
P. O. Box 684483
Austin, TX 78768-4483

The Brewer Group Inc.
Attn: Jesse Meehan
6200 Excelsior Blvd., Suite 104
St. Louis Park, MN 55416-2734

The Cormac Group
1730 Rhode Island Avenue, NW
Suite 317
Washington, DC 20036-3119

The Hartford
P. O. Box 660916
Dallas, TX 75266-0916

The Libman Company
220 N. Sheldon
Arcola, IL 61910-1616

The NASDAQ Stock Market, LLC
Lockbox 20200
P. O. Box 780200
Philadelphia, PA 19178-0200

The R. J. Byrd Grup, LLC
12801 N. Central Expressway, Suite 500
Dallas, TX 75243-1891

The Skipper Grouper
Post Office Box 1833
Opelika, AL 36803-1833

Thien C. Tran
4553 Vista Knoll Drive
Plano, TX 75093-3354

Thinkstream Acquisition, LLC dba Kologik
c/o Brandon A. Brown
Stewart Robbins & Brown, LLC
301 Main Street, Suite 1640
Baton Rouge, LA 70801-0016

Thomas Cronan
6630 E. Tropical Way
Fort Lauderdale, FL 33317-3313

Thomas J. Cronan & Sally M. Cronan
JT TEN
6630 E. Tropical Way
Fort Lauderdale, FL 33317-3313

Thomas J. Fyrer
28 Allen Lane
Ipswich, MA 01938-1131

Thomson Reuters - West
Payment Center
P. O. Box 6292
Carol Stream, IL 60197-6292

Three Rivers Municipal Court
110 Gallaher Street & Hwy 72
Three Rivers, TX 78071

Three Rivers Police Department
POB 398
Three Rivers, TX 78071-0398

Tim Mock
15111 Shady Gate Court
Cypress, TX 77429-1572

Time Warner Cable
P. O. Box 60074
City of Industry, CA 91716-0074

Time Warner Cable - 7212
1000 N. Walnut Avenue, Suite 150
New Braunfels, TX 78130-5361

Timothy J. Cazalas
6401 Calais Street
Corpus Christi, TX 78414-6117

Tioga Municipal Court
POBox 206
Tioga, TX 76271-0206

Tioga Police Department
600 Main Street
Tioga, TX 76271-3636

Titus County Sheriff's Office
304 Van Buren Street
Mount Pleasant, TX 75455-4442

Tod Russell Marbach
305 Malmsten Road
Seguin, TX 78155-0217

Tolar Municipal Court
105 Pine Lane
Tolar, TX 76476

Tom Green County
112 W. Beauregard
San Angelo, TX 76903-5835

Tom Green County Constable Pct 1
222 West Harris
San Angelo, TX 76903-5841

Tom Green County Constable Pct 2
5006 Knickerbocker Blvd
San Angelo, TX 76904-7519

Tom Green County Constable Pct 3
3052 N. Bryant Blvd.
San Angelo, TX 76903-2365

Tom Green County Constable Pct 4
112 W. Beauregard
San Angelo, TX 76903-5835

Tommie Harris Jr.
100 Cooper Point Cove
Edmond, OK 73003

Tommie Harris, Jr.
c/o Donna Pruitt
P. O. Box 31251
Minneapolis, MN 55402

Trenton Independent School District
500 S. Ballentine
Trenton, TX 75490-2305

Trenton Municipal Court
P. O. Box 44
Trenton, TX 75490-0044

Trenton Police Department
216 Hamilton
Trenton, TX 75490-2611

Trinity County Sheriff's Office
P. O. Box 95
Groveton, TX 75845-0095

Tulia Police Department
201 North Maxwell Avenue
Tulia, TX 79088-2250

Twilio, Inc.
375 Beale Street, Suite 300
San Francisco, CA 94105-2177

Tye Police Department
205 N. Street
Tye, TX 79563-2003

U. S. Department of Labor
Attn: Limei Zhang
Wage and Hour Investigator
1701 East Lamar Blvd., Suite 270
Arlington, TX 76006-7321

U.S. Securities and Exchange Commission
Attn: Barbara L. Gunn, Asst Rel. Dir
Fort Worth Regional Office
801 Cherry Street, Suite 29th Floor
Fort Worth, TX 76102-6881

ULA Tech Consulting Inv
Attn: Krystal Rocha
3322 Francis St.
Honolulu, HI 96815-4142

Union of Reform Judaism Greene Camp
1192 Smith Lane
Bruceville, TX 76630-3469

United States Justice Department
600 Jefferson Street
Lafayette, LA 70501-6942

United States Securities and
Exchange Commission
Office of Investor Education & Advocacy
100 F Street NE
Washington, DC 20549-2000

University Park Fire Department
3800 Univerity Blvd.
Dallas, TX 75205-1711

University Texas Permian Basin PD
4901 East University Blvd., MB 1103
Odessa, TX 79762-0001

Ophie Chaney
1617 Shady Hollow
New Braunfels, TX 78132-2354

VNR-1 Communications, Inc.
P. O. Box 170416
Arlington, TX 76003-0416

Valentine Independent School District
209 E. Kentucky Street
Valentine, TX 79854

Valley Mills Police Department
401 5th Street
Valley Mills, TX 76689

Valley View Police Department
308 W. O'Buch Rd
Valley View, TX 76272

Van Alstyne Police Department
242 N. Preston Avenue
Van Alstyne, TX 75495-3004

Van City Marshal
189 South Maple Avenue
Van, TX 75790

Van Meter Ashbrook & Associates, Inc.
41 S. High, Suite 3710
Columbus, OH 43215-3448

Van Municipal Court
113 W. Main
Van, TX 75790-2883

Vedaraman Sriraman & Vinitha
Sriraman JTEN
10105 Jupiter Hills Drive
Austin, TX 78747-1322

Vega Marshal's Office
900 E. Main Street
Vega, TX 79092

Veribest Independent School District
10062 FM Hwy 380
Veribest, TX 76886

Verizon Wireless
P. O. Box 660108
Dallas, TX 75266-0108

Verizon Wireless - County of Beeville
P. O. Box 4001
Acworth, GA 30101-9002

Verizon Wireless - County of Brewster
P. O. Box 660108
Dallas, TX 75266-0108

Veronica W LLC
1930 Harrison Street, Suite 302
Hollywood, FL 33020-7828

Victor Samuels
c/o Maxim Group LLC
405 Lexington Avenue FL 2
New York, NY 10174-0003

Vidor Independent School District
Police Department
120 E. Bolivar
Vidor, TX 77662-4907

Vince Angele
3321 N FM 46
Franklin, TX 77856-4911

Vince Angele & Doroth Angele JTEN
P. O. Box 35
Franklin, TX 77856-0035

Vince Angele & Rhonda Angele JTEN
3321 N FM 46
Franklin, TX 77856-4911

Von Ormy Marshal's Office
P. O. Box 10
Von Ormy, TX 78073-0010

Votronics
1505 Capital Avenue
Plano, TX 75074-8152

W A Sanford TTEE
W A Sandford 5X5 Trust
601 West Main Street
Decatur, TX 76234-1249

Waco Independent School District
Police Department
2015 Alexander
Waco, TX 76708-2821

Wade T. Powell
6391 Gordon Street
Frisco, TX 75034-4941

Waelder Police Department
Attn: Chief Taylor
300 US Highway 90
Waelder, TX 78959

Wall Independent School District
8065 Loop 570
Wall, TX 76957

Waller County Sheriff's Office
701 Calvit Road
Hempstead, TX 77445-4640

Waller Municipal Court
1219 Farr Road
Waller, TX 77484-8486

Wampum Books
Attn: Stephanie A. Duckworth
103 Edward Drive
Franklin Park, NJ 08823-1669

Ward County Sheriff's Office
300 East 4th Street
Monahans, TX 79756-4331

Ward County for Grandfalls-Royalty
Independent School District
c/o Judge Greg Holly
400 S. Allen, Suite 100
Monahans, TX 79756-4600

Ward County for Monahans Wichett
Pyote Independent School District
Attn: Greg Holly, Ward County Judge
400 S. Allen Suite 100
Monahans, TX 79756-4600

Ward E. Leber
4626 Tarantella Ln
San Diego, CA 92130-2464

Warren Jackson Griffin
1540 S. Church Street, Suite D
Charlotte, NC 28203-5476

Washington County
105 West Main, Suite 105
Brenham, TX 77833-3693

Washington County Constable Pct 1
1305 E. Blue Bell, Suite 114
Brenham, TX 77833-2436

Washington County Constable Pct 2
1950 FM 109
Brenham, TX 77833-7035

Water Valley Independent School District
P. O. Box 250
Water Valley, TX 76958-0250

Wayne Sands & Lillian Sands Jtten
1143 Madeline
New Braunfels, TX 78132-4725

Weimar Independent School District
506 West Main Street
Weimar, TX 78962-1900

Wesley Harris
1672 Big Bend Drive
Lewisville, TX 75077-2453

West Baton Rouge Office of Homeland
Security of Emergency Preparedness & 911
2413 Ernest Wilson Drive
Port Allen, LA 70767-6176

West Baton Rouge Parish School Board
Attn: Jared Gibbs
3761 Rosedale Road
Port Allen, LA 70767-4305

West Independent School District
801 N. Reagan
West, TX 76691-1158

West Police Department
110 N. Reagan
West, TX 76691-1463

West Tennessee Drug Task Force
157 Poplar Avenue #B-1
Memphis, TN 38103-1966

West Texas Interlocal Task Force
3702 Loop 322
Abilene, TX 79602-7300

Wharton Independent School District
Police Department
2100 N. Fulton
Wharton, TX 77488-2825

Wharton Sheriff's Office
315 E. Elm Street
Wharton, TX 77488-5044

Wheeler County
401 Main Street
Wheeler, TX 79096

Wheeler Independent School District
1 Mustang Drive
Wheeler, TX 79096

Whiteface County Independent
School District
401 Antelope Blvd.
Whiteface, TX 79379

Whiteface County Independent
School District Police Department
401 Antelope Blvd.
Whiteface, TX 79379

Whitesboro Police Department
113 W. Main Street
Whitesboro, TX 76273

Whitewright Police Department
507 W. Grand Street
Whitewright, TX 75491-2038

Wichita County Sheriff's Office
900 7th Street, Rm 100
Wichita Falls, TX 76301-2420

Wichita Falls Independent School
District Police Department
1104 Broad Street
Wichita Falls, TX 76301-4412

William (Scott) Platzner
12625 Memorial Drive, #78
Houston, TX 77024-4816

William Moltz & Diane Moltz JTTEN
1949 Squire Circle
New Braunfels, TX 78130-8358

Wills Point Independent School District
338 W. North Commerce
Wills Point, TX 75169-2504

Wills Point Municipal Court
307 N. 4th Street
Wills Point, TX 75169-2044

Wilmer Police Department
219 E. Belt Line
Wilmer, TX 75172-1127

Wilson County Consstable Pct 3
P. O. Box 503
La Vernia, TX 78121-0503

Wilson County Constable Pct 4
700 Main Street
Stockdale, TX 78160

Winfeild Independent School District
214 N. School Street
Winfield, TX 75493

Winfeild Police Department
P. O. Box 98
Winfield, TX 75493-0098

Wink Police Department
213 Hendricks Blvd.
Wink, TX 79789

Wink-Loving Independent School District
200 N. Rosey Dodd Avenue
Wink, TX 79789

Winkler County Sheriff's Office
1300 South Bellaire Street
Kermit, TX 79745-4900

Winnsboro Independent School District
207 E. Pine Street
Winnsboro, TX 75494-2628

Winnsboro Independent School District
Police Department
207 E. Pine Street
Winnsboro, TX 75494-2628

Winnsboro Municipal Court
501 S. Main Street
Winnsboro, TX 75494-3227

Winnsboro Police Department
501 S. Main Street
Winnsboro, TX 75494-3227

Winters Police Department
312 South Main Street
Winters, TX 79567-5615

Wireless Business Solutions
321 N. Central Expressway
Suite 306
McKinney, TX 75070-3521

Wise County
P. O. Box 899
Decatur, TX 76234-0899

Wise County Sheriff's Office
P. O. Box 899
Decatur, TX 76234-0899

Wolfforth Police Department
302 Main Street
Wolfforth, TX 79382-2940

Wood County Constable Pct 2
P. O. Box 325
Mineola, TX 75773-0325

Wood County Fire Marshal
P. O. Box 938
Quitman, TX 75783-0938

Wood County Sheriff's Office
P. O. Box 307
Quitman, TX 75783-0307

Wood County Sheriff's Office for
Alba-Golden Independent School District
402 S. Stevens Street
Quitman, TX 75783-2424

Woodsboro Municipal Court
Hon Louis Barnett/Debbie
121 N. Wood Avenue
Woodsboro, TX 78393

Woodsboro Police Department
121 North Wood Avenue
Woodsboro, TX 78393

Woodville Police Department
113 North Charlton
Woodville, TX 75979-4801

Wortham Police Department
110 E. Main Avenue
Wortham, TX 76693-4661

Yantis Independent School District
105 West Oak
Yantis, TX 75497-2725

Office of the U.S. Trustee
400 Poydras Street
Suite 2110
New Orleans, LA 70130-3238

EXHIBIT 1

DOMINION CREDIT FACILITY

NEITHER THIS SECURITY NOR THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL IN A FORM ACCEPTABLE TO THE COMPANY.

Original Issue Date: September 23, 2016

Principal Amount: \$631,579
Purchase Price: \$600,000

**12% ORIGINAL ISSUE DISCOUNT
SENIOR SECURED CONVERTIBLE PROMISSORY NOTE
DUE SEPTEMBER 23, 2017**

THIS 12% ORIGINAL ISSUE DISCOUNT SENIOR SECURED CONVERTIBLE PROMISSORY NOTE is the duly authorized and validly issued convertible promissory note of COPsync, Inc., a Delaware corporation, (the "Company"), having its principal place of business at 16415 Addison Road, Suite 300, Addison, Texas 75001, designated as its 12% Original Issue Discount Senior Secured Convertible Promissory Note due September 23, 2017 (the "Note").

FOR VALUE RECEIVED, the Company promises to pay to Dominion Capital LLC or its registered assigns (the "Holder"), or shall have paid pursuant to the terms hereunder, the principal sum of \$631,579 on September 23, 2017 (the "Maturity Date") or such earlier date as this Note is required or permitted to be repaid as provided hereunder, and to pay interest to the Holder on the aggregate unconverted and then outstanding principal amount of this Note in accordance with the provisions hereof. This Note is subject to the following additional provisions:

Section 1. Definitions. For the purposes hereof, in addition to the terms defined elsewhere in this Note, (a) capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below) and (b) the following terms shall have the following meanings:

"Alternate Consideration" shall have the meaning set forth in Section 5(e).

"Alternate Conversion Price" means sixty percent (60%) of the lowest VWAP in the twenty (20) consecutive Trading Days prior to the Conversion Date.



“Bankruptcy Event” means any of the following events: (a) the Company or any Significant Subsidiary (as such term is defined in Rule 1-02(w) of Regulation S-X) thereof commences a case or other proceeding under any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction relating to the Company or any Significant Subsidiary thereof, (b) there is commenced against the Company or any Significant Subsidiary thereof any such case or proceeding that is not dismissed within sixty (60) days after commencement, (c) the Company or any Significant Subsidiary thereof is adjudicated insolvent or bankrupt or any order of relief or other order approving any such case or proceeding is entered, (d) the Company or any Significant Subsidiary thereof suffers any appointment of any custodian or the like for it or any substantial part of its property that is not discharged or stayed within sixty (60) calendar days after such appointment, (e) the Company or any Significant Subsidiary thereof makes a general assignment for the benefit of creditors, (f) the Company or any Significant Subsidiary thereof calls a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts or (g) the Company or any Significant Subsidiary thereof, by any act or failure to act, expressly indicates its consent to, approval of or acquiescence in any of the foregoing or takes any corporate or other action for the purpose of effecting any of the foregoing.

“Beneficial Ownership Limitation” shall have the meaning set forth in Section 4(e).

“Board of Directors” means the board of directors of the Company.

“Buy-In” shall have the meaning set forth in Section 4(d)(v).

“Change of Control Transaction” means the occurrence after the date hereof of any of (a) an acquisition after the date hereof by an individual or legal entity or “group” (as described in Rule 13d-5(b)(1) promulgated under the Exchange Act) of effective control (whether through legal or beneficial ownership of capital stock of the Company, by contract or otherwise) of in excess of one-third (1/3rd) of the aggregate votes of the then-issued and outstanding voting securities of the Company on such basis as is then required by the Company’s charter documents (other than by means of conversion of the Note), (b) the Company merges into or consolidates with any other Person, or any Person merges into or consolidates with the Company and, after giving effect to such transaction, the stockholders of the Company immediately prior to such transaction own less than two-thirds (2/3rds) of the aggregate voting power of the Company or the successor entity of such transaction, (c) the Company sells or transfers all or substantially all of its assets to another Person and the stockholders of the Company immediately prior to such transaction own less than two-thirds (2/3rds) of the aggregate voting power of the acquiring entity immediately after the transaction, (d) a replacement at one time or within a three year period of more than one-half (1/2) of the members of the Board of Directors which is not approved by a majority of those individuals who are members of the Board of Directors on the Original Issue Date (or by those individuals who are serving as members of the Board of Directors on any date whose nomination to the Board of Directors was approved by a majority of the members of the Board of Directors who are members on the date hereof), or (e) the execution by the Company of an agreement to

which the Company is a party or by which it is bound, providing for any of the events set forth in clauses (a) through (d) above.

“Conversion Date” shall have the meaning set forth in Section 4(a).

“Conversion Limitation” shall have the meaning set forth in Section 5(f).

“Conversion Price” shall have the meaning set forth in Section 4(b).

“Conversion Schedule” means the Conversion Schedule in the form of Schedule 1 attached hereto.

“Conversion Shares” means, collectively, the shares of Common Stock issuable upon conversion of this Note in accordance with the terms hereof.

“DTC” means the Depository Trust Company.

“DTC/FAST Program” means the DTC’s Fast Automated Securities Transfer Program.

“DWAC Eligible” means that (a) the Common Stock is eligible at DTC for full services pursuant to DTC’s Operational Arrangements, including, without limitation, transfer through DTC’s DWAC system, (b) the Company has been approved (without revocation) by the DTC’s underwriting department, (c) the Transfer Agent is approved as an agent in the DTC/FAST Program, (d) the Conversion Shares are otherwise eligible for delivery via DWAC, and (e) the Transfer Agent does not have a policy prohibiting or limiting delivery of the Conversion Shares via DWAC.

“Equity Conditions” means each of the following conditions: (a) the Company shall have duly honored all conversions and redemptions scheduled to occur or occurring, including conversions pursuant to one or more Notices of Conversion of the Holder, if any, (b) the Company shall have paid all liquidated damages and other amounts owing to the Holder in respect of this Note, (c) on each day during the Equity Conditions Measuring Period, either (i) there is an effective Registration Statement pursuant to which the Holder is permitted to utilize the prospectus thereunder to resell all of the shares of Common Stock issuable pursuant to the Documents (and the Company believes, in good faith, that such effectiveness will continue uninterrupted for the foreseeable future) or (ii) all of the Conversion Shares issuable pursuant to the Documents (and shares issuable in lieu of cash payments of interest) may be resold pursuant to Rule 144 without volume or manner-of-sale restrictions as determined by the counsel to the Company as set forth in a written opinion letter to such effect, addressed and acceptable to the Transfer Agent and the Holder, (d) on each day during the Equity Conditions Measuring Period, the Common Stock is trading on a Trading Market and all of the shares of Common Stock issuable pursuant to the Documents are listed or quoted for trading on such Trading Market (and the Company believes, in good faith, that trading of the Common Stock on a Trading Market will continue uninterrupted for the foreseeable future), (e) there is a sufficient number of authorized but unissued and otherwise unreserved shares of Common Stock for the issuance of all of the shares of Common

Stock then issuable pursuant to the Documents, (f) on each day during the Equity Conditions Measuring Period, there is no existing Event of Default and no existing event which, with the passage of time or the giving of notice, would constitute an Event of Default, (g) the issuance of the shares of Common Stock in question to the Holder would not violate the limitations set forth in Section 4(e) and 4(f) herein, (h) on each day during the Equity Conditions Measuring Period, there has been no public announcement of a pending or proposed Fundamental Transaction or Change of Control Transaction that has not been consummated, (i) the applicable Holder is not in possession of any information provided by the Company that constitutes, or may constitute, material non-public information, (j) the Company has timely filed (or obtained extensions in respect thereof and filed within the applicable grace period) all reports other than Current Reports on Form 8-K required to be filed by the Company after the date hereof pursuant to the Exchange Act, (k) on any date that the Company desires to make a payment in shares of Common Stock, the average daily dollar volume of the Common Stock for the twenty (20) Trading Days prior to such date is greater than \$85,000, and (l) on each day during the Equity Conditions Measuring Period, the Company's shares of Common Stock are DWAC Eligible and not subject to a "DTC chill".

"Equity Conditions Measuring Period" means each day during the period beginning twenty (20) Trading Days prior to the applicable date of determination and ending on and including the applicable date of determination or, if applicable, such shorter period beginning on the Original Issue Date and ending on and including the applicable date of determination.

"Event of Default" shall have the meaning set forth in Section 6(a).

"Exempt Issuance" means the issuance of (a) shares of Common Stock, options or other equity awards (including, without limitation, restricted awards) to employees, consultants, officers or directors of the Company pursuant to any stock or option plan duly adopted for such purpose, by a majority of the non-employee members of the Board of Directors or a majority of the members of a committee of non-employee directors established for such purpose and subsequently ratified by the stockholders of the Company, (b) securities upon the exercise or exchange of or conversion of any Securities issued pursuant to the Purchase Agreement and/or other securities directly or indirectly exercisable or exchangeable for or convertible into shares of Common Stock issued and outstanding on the Original Issue Date, provided that such securities have not been amended since the Original Issue Date to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities, or (c) securities issued pursuant to mergers, consolidations, acquisitions, similar business combinations or strategic transactions approved by a majority of the disinterested directors of the Company, provided that any such issuance shall only be to a Person (or to the equity holders of a Person) which is, itself or through its subsidiaries, an operating company or an owner of an asset in a business synergistic with the business of the Company and shall provide to the Company additional benefits in addition to the investment of funds, but shall not include a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities.

“Fundamental Transaction” shall have the meaning set forth in Section 5(e).

“Late Fees” shall have the meaning set forth in Section 2(d).

“New York Courts” shall have the meaning set forth in Section 8(d).

“Note Register” shall have the meaning set forth in Section 2(c).

“Notice of Conversion” shall have the meaning set forth in Section 4(a).

“Original Issue Date” means the date of the first issuance of this Note, regardless of any transfers of any Note and regardless of the number of instruments which may be issued to evidence such Note.

“Purchase Agreement” means the Securities Purchase Agreement, dated as of September 23, 2016 by and among the Company, the original Holder, and the other parties named therein, if any, as amended, modified or supplemented from time to time in accordance with its terms.

“Qualified Offering” means a public or private offering of at least \$3,000,000 of the Company’s Equity Interests.

“Registration Statement” means a registration statement covering the resale of the Underlying Shares by each Holder.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Share Delivery Date” shall have the meaning set forth in Section 4(d)(ii).

“Successor Entity” shall have the meaning set forth in Section 5(e).

“VWAP” means, for or as of any date, the dollar volume-weighted average price for such security on the Trading Market (or, if the Trading Market is not the principal trading market for such security, then on the principal securities exchange or securities market on which such security is then traded) during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg through its “HP” function (set to weighted average) or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported in the “pink sheets” by OTC Markets Group Inc. (formerly Pink Sheets LLC). If the VWAP cannot be calculated for such security on such date on any of the foregoing bases, the VWAP of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. All such determinations shall be

appropriately adjusted for any stock dividend, stock split, stock combination, recapitalization or other similar transaction during such period.

Section 2. Interest.

a) Payment of Interest in Cash or Kind. The Company shall pay interest to the Holder on the principal amount of this Note at the rate of 12% per annum (which interest rate may be increased as provided elsewhere herein). All interest provided for in this Section (2)(a) shall be due and payable on the Maturity Date (the "Fixed Interest Payment Date"); provided, however, notwithstanding anything to the contrary provided herein or elsewhere, interest accrued but not yet paid will be due and payable upon any conversion, prepayment, and/or acceleration whether as a result of an Event of Default or otherwise with respect to the principal amount being so converted, prepaid and/or accelerated. All interest payments hereunder will be payable in cash or, at the Company's discretion, subject to the Equity Conditions being satisfied on the date of such payment, in Common Stock at the Conversion Price or Alternative Conversion Price, as applicable.

b) Interest Make Whole. In the event that this Note is converted, prepaid and/or accelerated whether as a result of an Event of Default or otherwise prior to the Maturity Date, the Company shall pay to the Holder, in addition to any other amounts then owed, upon such conversion, prepayment, and/or acceleration, an amount in interest equal to the amount of interest on the principal amount so converted, prepaid and/or accelerated that would otherwise have been payable if such principal amount had remained outstanding until the Fixed Interest Payment Date.

c) Interest Calculations. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-calendar day periods, and shall accrue commencing on the Original Issue Date until payment in full of the outstanding principal, together with all accrued and unpaid interest, liquidated damages and other amounts which may become due hereunder, has been made. Interest hereunder will be paid to the Person in whose name this Note is registered on the records of the Company regarding registration and transfers of this Note (the "Note Register").

d) Late Fees. All overdue accrued and unpaid interest to be paid hereunder shall entail a late fee at an interest rate equal to the lesser of 18% per annum or the maximum rate permitted by applicable law (the "Late Fees") which shall accrue daily from the date such interest is due hereunder through and including the date of actual payment in full.

Section 3. Registration of Transfers and Exchanges.

a) Different Denominations. This Note is exchangeable for an equal aggregate principal amount of Notes of different authorized denominations, as requested by the Holder surrendering the same. No service charge will be payable for such registration of transfer or exchange.

b) Investment Representations. This Note has been issued subject to certain investment representations of the original Holder set forth in the Purchase Agreement and may be transferred or exchanged only in compliance therewith and applicable federal and state securities laws and regulations.

c) Reliance on Note Register. Prior to due presentment for transfer to the Company of this Note, the Company and any agent of the Company may treat the Person in whose name this Note is duly registered on the Note Register as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note is overdue, and neither the Company nor any such agent shall be affected by notice to the contrary.

Section 4. Conversion.

a) Voluntary Conversion. At any time after the five (5) month anniversary of the Original Issue Date until all amounts due under this Note have been paid in full, this Note shall be convertible, in whole or in part, into shares of Common Stock at the option of the Holder, at any time and from time to time (subject to the conversion limitations set forth in Section 4(e) and Section 4(f) hereof). The Holder shall effect conversions by delivering to the Company a Notice of Conversion, the form of which is attached hereto as Annex A (each, a "Notice of Conversion"), specifying therein the principal amount of this Note and/or any other amounts due under this Note to be converted and the date on which such conversion shall be effected (such date, the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion is deemed delivered hereunder. No ink-original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion form be required. To effect conversions hereunder, the Holder shall not be required to physically surrender this Note to the Company unless the entire principal amount of this Note, all accrued and unpaid interest thereon and all other amounts due under this Note have been so converted. Conversions hereunder shall have the effect of lowering the outstanding principal amount of this Note in an amount equal to the applicable conversion amount. The Holder and the Company shall maintain a Conversion Schedule showing the principal amount(s) and/or any other amounts due under this Note converted and the date of such conversion(s). The Company may deliver an objection to any Notice of Conversion within one (1) Business Day of delivery of such Notice of Conversion. **The Holder, and any assignee by acceptance of this Note, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of a portion of this Note, the unpaid and unconverted principal amount of this Note may be less than the amount stated on the face hereof.**

b) Conversion Price. The conversion price in effect on any Conversion Date shall be equal to \$1.25 (the "Conversion Price"). Should an Event of Default occur pursuant to Section 6 hereof, the Conversion Price will automatically be replaced by the Alternate Conversion Price and remain in effect as long as the Event of Default remains uncured. All such foregoing determinations will be appropriately adjusted for any stock dividend, stock split, stock combination, reclassification or similar transaction that proportionately decreases or increases the Common Stock during such measuring period.

Nothing herein shall limit a Holder's right to pursue actual damages or declare an Event of Default pursuant to Section 6 hereof and the Holder shall have the right to pursue all remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. The exercise of any such rights shall not prohibit the Holder from seeking to enforce damages pursuant to any other Section hereof or under applicable law.

- c) [Intentionally Omitted].
- d) Mechanics of Conversion.

- i. Conversion Shares Issuable Upon a Conversion. The number of Conversion Shares issuable upon a conversion hereunder shall be determined by the quotient obtained by dividing (x) the sum of (i) the outstanding principal to be converted as provided in the applicable Notice of Conversion, (ii) accrued and unpaid interest thereon (if the Company has elected to pay interest in shares of Common Stock) and (iii) any other amount due under this Note by (y) the Conversion Price or Alternate Conversion Price, as applicable.

- ii. Delivery of Certificate Upon Conversion. Not later than three (3) Trading Days after each Conversion Date (the "Share Delivery Date"), the Company shall deliver, or cause to be delivered, to the Holder (A) a certificate or certificates representing the Conversion Shares, which, on or after the date on which the resale of such Conversion Shares are covered by and are being sold pursuant to an effective Registration Statement or such Conversion Shares are eligible to be sold under Rule 144 without the need for current public information and the Company has received an opinion of counsel to such effect acceptable to the Company (which opinion the Company will be responsible for obtaining at its own cost) shall be free of restrictive legends and trading restrictions (other than those which may then be required by the Purchase Agreement) representing the number of Conversion Shares being acquired or being sold, as the case may be, upon the conversion of this Note, and (B) payment in the amount of accrued and unpaid interest (if the Company has elected to pay accrued interest in cash). All certificate or certificates required to be delivered by the Company under this Section 4(d) shall be delivered electronically through DTC or another established clearing corporation performing similar functions, unless the Company or its Transfer Agent does not have an account with DTC and/or is not participating in the DTC/FAST System, in which case the Company shall issue and deliver to the address as specified in such Notice of Conversion a certificate (or certificates), registered in the name of the Holder or its designee, for the number of Conversion Shares to which the Holder shall be entitled. If the Conversion Shares are not being sold pursuant to an effective Registration Statement or if the Conversion Date is prior to the date on which such Conversion Shares are eligible to be sold under Rule 144 without the need for current public information, the Conversion Shares shall bear a restrictive legend in the following form, as appropriate:

**"THE ISSUANCE AND SALE OF THE SECURITIES
REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN**

REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT. ”

iii. Failure to Deliver Certificates. If, in the case of any Notice of Conversion, such certificate or certificates are not delivered to or as directed by the applicable Holder by the Share Delivery Date, the Holder shall be entitled to elect by written notice to the Company at any time on or before its receipt of such certificate or certificates, to rescind such Notice of Conversion, in which event the Company shall promptly return to the Holder any original Note delivered to the Company and the Holder shall promptly return to the Company the certificate or certificates issued to such Holder pursuant to the rescinded Notice of Conversion.

iv. Obligation Absolute. The Company’s obligations to issue and deliver the Conversion Shares upon conversion of this Note in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder or any other Person of any obligation to the Company or any violation or alleged violation of law by the Holder or any other Person, and irrespective of any other circumstance that might otherwise limit such obligation of the Company to the Holder in connection with the issuance of such Conversion Shares; provided, however, that such delivery shall not operate as a waiver by the Company of any such action the Company may have against the Holder.

v. Compensation for Buy-In on Failure to Timely Deliver Certificates Upon Conversion. In addition to any other rights available to the Holder, if the Company fails for any reason to deliver to the Holder such certificate or certificates by the Share Delivery Date pursuant to Section 4(d)(ii), and if after such Share Delivery Date the Holder is required by its brokerage firm to purchase (in an open market transaction or otherwise), or the Holder’s brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Conversion Shares which the Holder was entitled to receive upon the conversion relating to such Share Delivery Date (a “Buy-In”), then the Company shall (A) pay in cash to the Holder (in addition to any other remedies available to or elected by the Holder) the amount, if any, by which (x) the Holder’s total purchase price (including any brokerage commissions) for the Common Stock so purchased exceeds (y) the product of (1) the aggregate number of shares of Common Stock that the Holder was entitled to receive from the conversion at issue multiplied by (2) the actual sale price at which the sell order

giving rise to such purchase obligation was executed (including any brokerage commissions) and (B) at the option of the Holder, either reissue (if surrendered) this Note in a principal amount equal to the principal amount of the attempted conversion (in which case such conversion shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued if the Company had timely complied with its delivery requirements under Section 4(d)(ii). For example, if the Holder purchases Common Stock having a total purchase price of \$11,000 to cover a Buy-In with respect to an attempted conversion of this Note with respect to which the actual sale price of the Conversion Shares (including any brokerage commissions) giving rise to such purchase obligation was a total of \$10,000 under clause (A) of the immediately preceding sentence, the Company shall be required to pay the Holder \$1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing shares of Common Stock upon conversion of this Note as required pursuant to the terms hereof.

vi. Reservation of Shares Issuable Upon Conversion. The Company covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock a number of shares of Common Stock at least equal to the Required Minimum (as defined in the Purchase Agreement) for the sole purpose of issuance upon conversion of this Note and payment of interest on this Note, each as herein provided, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holder. The Company covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid and nonassessable.

vii. Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of this Note. As to any fraction of a share that the Holder would otherwise be entitled to purchase upon such conversion, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share.

viii. Transfer Taxes and Expenses. The issuance of certificates for shares of the Common Stock on conversion of this Note shall be made without charge to the Holder hereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates, provided that, the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Holder of this Note so converted and the Company shall not be required to issue or deliver such certificates unless or until the Person or Persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of

the Company that such tax has been paid. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Conversion.

e) Holder's Conversion Limitations. The Company shall not effect any conversion of this Note, and a Holder shall not have the right to convert any portion of this Note, to the extent that, after giving effect to the conversion set forth on the applicable Notice of Conversion, the Holder (together with the Holder's Affiliates, and any Persons acting as a group together with the Holder or any of the Holder's Affiliates) would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates shall include the number of shares of Common Stock issuable upon conversion of this Note with respect to which such determination is being made, but shall exclude the number of shares of Common Stock that are issuable upon (i) conversion of the remaining, unconverted principal amount of this Note beneficially owned by the Holder or any of its Affiliates and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates. Except as set forth in the preceding sentence, for purposes of this Section 4(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. To the extent that the limitation contained in this Section 4(e) applies, the determination of whether this Note is convertible (in relation to other securities owned by the Holder together with any Affiliates) and of which principal amount of this Note is convertible shall be in the sole discretion of the Holder, and the submission of a Notice of Conversion shall be deemed to be the Holder's determination of whether this Note may be converted (in relation to other securities owned by the Holder together with any Affiliates) and which principal amount of this Note is convertible, in each case subject to the Beneficial Ownership Limitation. To ensure compliance with this restriction, the Holder will be deemed to represent to the Company each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this paragraph and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 4(e), in determining the number of outstanding shares of Common Stock, the Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (ii) a more recent public announcement by the Company, or (iii) a more recent written notice by the Company or the Company's transfer agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two (2) Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Note, by the Holder or its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to

the issuance of shares of Common Stock issuable upon conversion of this Note held by the Holder. The Holder, upon not less than 61 days' prior written notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 4(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon conversion of this Note held by the Holder and the Beneficial Ownership Limitation provisions of this Section 4(e) shall continue to apply. Any such increase or decrease will not be effective until the 61st day after such notice is delivered to the Company. The Beneficial Ownership Limitation provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 4(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Note.

f) Conversion Limitation. Notwithstanding anything to the contrary herein, the Company shall not effect any conversion of this Note, or payment or prepayment in shares of Common Stock under this Note, and the Holder shall not have the right to convert any portion of this Note, or to receive as payment or prepayment in shares of Common Stock under this Note, to the extent that, after giving effect to the conversion set forth on the applicable Notice of Conversion or the payment or prepayment in shares of Common Stock, the Holder (together with the Holder's Affiliates, and any Persons acting as a group together with the Holder or any of the Holder's Affiliates) would have converted and/or received as payment or prepayment, in the aggregate with all prior conversions, payments and prepayments and together with the Shares issued to the Holder pursuant to the Purchase Agreement, in excess of 380,955 shares of Common Stock (the "Conversion Limitation"). In the event that any conversion of this Note, or any payment or prepayment in shares of Common Stock under this Note, would exceed the Conversion Limitation, then the Company shall pay the portion of such conversion, payment or prepayment that would be in excess of the Conversion Limitation in cash.

Section 5. Certain Adjustments.

a) Stock Dividends and Stock Splits. If the Company, at any time while this Note is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any Common Stock Equivalents (which, for the avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon conversion of, or payment of interest on, the Note), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Company, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Company) outstanding immediately before such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section shall become effective

immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

b) [Intentionally Omitted].

c) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 5(a) above, if at any time the Company grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights that the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation and the Conversion Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation or the Conversion Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation or the Conversion Limitation, as applicable).

d) Pro Rata Distributions. During such time as this Note is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Note, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation and the Conversion Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation or the Conversion Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right

thereto would not result in the Holder exceeding the Beneficial Ownership Limitation or the Conversion Limitation, as applicable).

e) Fundamental Transaction. If, at any time while this Note is outstanding (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person, whereby such other Person acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each, a "Fundamental Transaction"), then, upon any subsequent conversion of this Note, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitation in Section 4(e) or 4(f) on the conversion of this Note), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Note is convertible immediately prior to such Fundamental Transaction (without regard to any limitation in Section 4(e) or 4(f) on the conversion of this Note). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one (1) share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Note following such Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Note and the other Documents (as defined in the Purchase Agreement) in accordance with the provisions of this Section 5(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable

delay) prior to such Fundamental Transaction and shall, at the option of the holder of this Note, deliver to the Holder in exchange for this Note a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Note that is convertible for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon conversion of this Note (without regard to any limitations on the conversion of this Note) prior to such Fundamental Transaction, and with a conversion price which applies the conversion price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such conversion price being for the purpose of protecting the economic value of this Note immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Note and the other Documents referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Note and the other Documents with the same effect as if such Successor Entity had been named as the Company herein.

f) Calculations. All calculations under this Section 5 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 5, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Company) issued and outstanding.

g) Notice to the Holder.

i. Adjustment to Conversion Price. Whenever the Conversion Price is adjusted pursuant to any provision of this Section 5, the Company shall promptly deliver to each Holder a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Conversion by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding-up of the affairs of the Company, then, in each case, the Company shall cause to be

filed at each office or agency maintained for the purpose of conversion of this Note, and shall cause to be delivered to the Holder at its last address as it shall appear upon the Note Register, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice, stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to convert this Note during the 20-day period commencing on the date of such notice through the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 6. Events of Default.

a) “Event of Default” means, wherever used herein, any of the following events (whatever the reason for such event and whether such event shall be voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule or regulation of any administrative or governmental body):

i. any default in the payment of (A) the principal amount of the Note or (B) interest, liquidated damages, Late Fees and other amounts owing to the Holder on the Note, as and when the same shall become due and payable (whether on a Conversion Date or the Maturity Date or by acceleration or otherwise) which default, solely in the case of an interest payment or other default under clause (B) above, is not cured within three (3) Trading Days;

ii. the Company shall fail to observe or perform any other material covenant or agreement contained in the Note (and other than a breach by the Company of its obligations to deliver shares of Common Stock to the Holder upon conversion, which breach is addressed in clause (vii) below), which failure is not cured, if possible to cure, within the earlier to occur of (A) five (5) Trading Days after notice of such failure sent by the Holder to the Company and (B) ten (10) Trading Days after the Company has become or should have become aware of such failure;

iii. a default or event of default (subject to any grace or cure period provided in the applicable agreement, document or instrument) shall occur under any of the Documents;

iv. any representation or warranty made in this Note, any other Documents, any written statement pursuant hereto or thereto or any other report, financial statement or certificate made or delivered to the Holder shall be untrue or incorrect in any material respect as of the date when made or deemed made;

v. the Company or any Significant Subsidiary (as such term is defined in Rule 1-02(w) of Regulation S-X) shall be subject to a Bankruptcy Event;

vi. the Common Stock shall not be eligible for listing or quotation for trading on a Trading Market and shall not be eligible to resume listing or quotation for trading thereon within five (5) Trading Days or the transfer of shares of Common Stock through the DTC is no longer available, "frozen" or "chilled";

vii. the Company shall fail for any reason to deliver Conversion Shares to a Holder prior to the third (3rd) Trading Day after a Share Delivery Date pursuant to Section 4(d) or the Company shall provide at any time notice to the Holder, including by way of public announcement, of the Company's intention to not honor requests for conversions of the Note in accordance with the terms hereof;

viii. the Company fails to file with the Commission any required reports under Section 13 or 15(d) of the Exchange Act such that it is not in compliance with Rule 144(c)(1) (or Rule 144(i)(2), if applicable); and

ix. the Company shall fail to maintain sufficient reserved shares pursuant to Section 4.1(n) of the Purchase Agreement.

b) Remedies Upon Event of Default. If any Event of Default occurs, then the outstanding principal amount of this Note, plus accrued but unpaid interest, liquidated damages and other amounts owing in respect thereof through the date of acceleration, shall become, at the Holder's election, immediately due and payable in cash. After the occurrence of any Event of Default that results in the eventual acceleration of this Note, the interest rate on this Note shall accrue at an interest rate equal to the lesser of 2% per month (24% per annum) or the maximum rate permitted under applicable law (with a credit for any "unused" guaranteed interest). Upon the payment in full of the outstanding principal amount of this Note, plus accrued but unpaid interest, liquidated damages and other amount owing in respects thereof, the Holder shall promptly surrender this Note to or as directed by the Company. In connection with such acceleration described herein, the Holder need not provide, and the Company hereby waives, any presentment, demand, protest or other notice of any kind, and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by the Holder at any time prior to payment hereunder and the

Holder shall have all rights as a holder of the Note until such time, if any, as the Holder receives full payment pursuant to this Section 6(b). No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

Section 7. Prepayment.

a) Optional Prepayment. At any time and from time to time, the Company may by delivering written notice of its election to the Holder prepay all or any portion of this Note by paying the applicable Prepayment Amount (as defined below) pursuant to this Section 7(a). The written notice shall, among other items, state the date the Prepayment Amount is to be paid to the Holder, which shall not in any event be earlier than five (5) calendar days from the date of mailing of the prepayment notice to the Holder (the "Prepayment Date"). If the Company exercises its right to prepay all or any portion of the Note in accordance with this Section 7(a), the Company shall, (i) if it elects to prepay the Note in cash, make payment to the Holder of an amount in cash equal to the product of (x) the sum of (A) the then-outstanding principal amount of this Note and (B) all accrued but unpaid interest thereon, multiplied by (y) 105%, to which calculated amount the Company shall add all other amounts owed pursuant to this Note, including, but not limited to, all Late Fees and liquidated damages, or, (ii) if it elects to prepay the Note in shares of Common Stock, subject to the Equity Conditions being satisfied on the date of such payment, deliver to the Holder a number of shares of Common Stock equal to the quotient of (x) the sum of (A) the then-outstanding principal amount of this Note, (B) all accrued but unpaid interest thereon and (C) all other amounts owed pursuant to this Note, including, but not limited to, all Late Fees and liquidated damages, divided by (y) 80% of the lowest VWAP of the Common Stock in the fifteen (15) Trading Days prior to the Prepayment Date (the foregoing clauses (i) and (ii), each, the "Prepayment Amount"). The Holder may continue to convert the Note from the date notice of the prepayment is given until the date the Holder receives in full the Prepayment Amount.

b) Mandatory Prepayment. Notwithstanding anything herein to the contrary, within one (1) Trading Day after the closing of a Qualified Offering, the Company shall prepay all amounts due under this Note in accordance with Section 7(a) hereto.

Section 8. Miscellaneous.

a) Notices. Any and all notices or other communications or deliveries to be provided by the Holder hereunder, including, without limitation, any Notice of Conversion, shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service, addressed to the Company, at the address set forth above or such other address as the Company may specify for such purposes by notice to the Holder delivered in accordance with this Section 8(a). Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service addressed to the Holder at the facsimile number or address of the Holder appearing on the books of the Company, or if no such facsimile number or address appears on the books of the Company, at the principal place of business of such Holder, as set forth in the Purchase Agreement. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of

transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto prior to 12:00 noon (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 12:00 noon (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (iv) upon actual receipt by the party to whom such notice is required to be given.

b) Absolute Obligation. Except as expressly provided herein, no provision of this Note shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, liquidated damages and accrued interest, as applicable, on this Note at the time, place, and rate, and in the coin or currency, herein prescribed. This Note is a direct debt obligation of the Company.

c) Lost or Mutilated Note. If this Note shall be mutilated, lost, stolen or destroyed, the Company shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note for the principal amount of this Note so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such Note, and of the ownership hereof, reasonably satisfactory to the Company.

d) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any of the Documents (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "New York Courts"). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Note or the transactions contemplated hereby.

e) Amendment; Waiver. Any provision of this Note may be amended by a written instrument executed by the Company and the Holder, which amendment shall be binding on all successors and assigns. Any provision of this Note may be waived by the Holder, which waiver shall be binding on all successors and assigns. Any waiver by the Company or the Holder must be in writing. Any waiver by the Company or the Holder of a breach of any provision of this Note shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this

Note. The failure of the Company or the Holder to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Note on any other occasion.

f) Severability. If any provision of this Note is invalid, illegal or unenforceable, the balance of this Note shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances.

g) Usury. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law. The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law which would prohibit or forgive the Company from paying all or any portion of the principal of or interest on this Note as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this Note, and the Company (to the extent it may lawfully do so) hereby expressly waives all benefits or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Holder, but will suffer and permit the execution of every such power as though no such law has been enacted.

h) Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note and any of the other Documents (including, without limitation, the security agreements referenced in the Purchase Agreement), at law or in equity (including a decree of specific performance and/or other injunctive relief), and nothing herein shall limit the Holder's right to pursue actual and consequential damages for any failure by the Company to comply with the terms of this Note. The Company covenants to the Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof). The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder and that the remedy at law for any such breach may be inadequate. The Company therefore agrees that, in the event of any such breach or threatened breach, the Holder shall be entitled, in addition to all other available remedies, to an injunction restraining any such breach or any such threatened breach, without the necessity of showing economic loss and without any bond or other security being required. The Company shall provide all information and documentation to the Holder that is requested by the Holder to enable the Holder to confirm the Company's compliance with the terms and conditions of this Note.

i) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

j) Headings. The headings contained herein are for convenience only, do not constitute a part of this Note and shall not be deemed to limit or affect any of the provisions hereof.

k) Secured Obligation. The obligations of the Company under this Note are secured by all assets of the Company and each Subsidiary pursuant to the Security Agreement, dated as of September 23, 2016 between the Company and the Secured Parties (as defined therein).

l) Disclosure. Upon receipt or delivery by the Company of any notice in accordance with the terms of this Note, unless the Company has in good faith determined that the matters relating to such notice do not constitute material, nonpublic information relating to the Company or its Subsidiaries, the Company shall within four (4) Business Days after such receipt or delivery publicly disclose such material, nonpublic information on a Current Report on Form 8-K or otherwise. In the event that the Company believes that a notice contains material, non-public information relating to the Company or its Subsidiaries, the Company shall so indicate to the Holder contemporaneously with delivery of such notice, and in the absence of any such indication, the Holder shall be allowed to presume that all matters relating to such notice do not constitute material, nonpublic information relating to the Company or its Subsidiaries.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed by a duly authorized officer as of the date first above indicated.

COPSYNC, INC.

By: Ronald A Woessner

Name: RONALD A WOESSNER

Title: CEO

Facsimile No. for delivery of Notices: 972-692-8029

9-23-16

ANNEX A

NOTICE OF CONVERSION

The undersigned hereby elects to convert the 12% Original Issue Discount Senior Secured Convertible Promissory Note due September 23, 2017 of COPsync, Inc., a Delaware corporation (the "Company"), into shares of common stock of the Company (the "Common Stock"), according to the conditions hereof, as of the date written below. If shares of Common Stock are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

By the delivery of this Notice of Conversion, the undersigned represents and warrants to the Company that its ownership of the Common Stock does not exceed the amounts specified under Section 4 of this Note, as determined in accordance with Section 13(d) of the Exchange Act.

The undersigned agrees to comply with the prospectus delivery requirements under the applicable securities laws in connection with any transfer of the aforesaid shares of Common Stock, if the resale of any such shares of Common Stock are covered by and are being sold pursuant to an effective Registration Statement.

Conversion calculations:

Date to Effect Conversion: _____

Principal Amount of Note to be Converted: _____

Number of Shares of Common Stock to be Issued: _____

Signature: _____

Name: _____

Delivery Instructions:

Schedule 1

CONVERSION SCHEDULE

This 12% Original Issue Discount Senior Secured Convertible Promissory Note due on September 23, 2017 in the principal amount of \$631,579 is issued by COPsync, Inc., a Delaware corporation. This Conversion Schedule reflects conversions made under Section 4 of the above referenced Note.

Dated:

Date of Conversion (or for first entry, Original Issue Date)	Amount of Conversion	Aggregate Principal Amount Remaining Subsequent to Conversion (or original Principal Amount)	Company Attest

NEITHER THIS SECURITY NOR THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL IN A FORM ACCEPTABLE TO THE COMPANY.

Original Issue Date: February 14, 2017

Principal Amount: \$388,888.88
Purchase Price: \$350,000.00

**10% ORIGINAL ISSUE DISCOUNT
SENIOR SECURED CONVERTIBLE PROMISSORY NOTE
DUE NOVEMBER 14, 2017**

THIS 10% ORIGINAL ISSUE DISCOUNT SENIOR SECURED CONVERTIBLE PROMISSORY NOTE is the duly authorized and validly issued convertible promissory note of COPsync, Inc., a Delaware corporation, (the "Company"), having its principal place of business at 16415 Addison Road, Suite 300, Addison, Texas 75001, designated as its 10% Original Issue Discount Senior Secured Convertible Promissory Note due November 14, 2017 (the "Note").

FOR VALUE RECEIVED, the Company promises to pay to Dominion Capital LLC or its registered assigns (the "Holder"), or shall have paid pursuant to the terms hereunder, the principal sum of \$388,888.88 on November 14, 2017 (the "Maturity Date") or such earlier date as this Note is required or permitted to be repaid as provided hereunder, and to pay interest to the Holder on the aggregate unconverted and then outstanding principal amount of this Note in accordance with the provisions hereof. This Note is subject to the following additional provisions:

Section 1. Definitions. For the purposes hereof, in addition to the terms defined elsewhere in this Note, (a) capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below) and (b) the following terms shall have the following meanings:

"Alternate Consideration" shall have the meaning set forth in Section 5(e).

"Alternate Conversion Price" means seventy five percent (75%) of the lowest VWAP in the fifteen (15) consecutive Trading Days prior to the Conversion Date; provided, however, that the Alternate Conversion Price shall in no event be less than \$0.30.

"Bankruptcy Event" means any of the following events: (a) the Company or any Significant Subsidiary (as such term is defined in Rule 1-02(w) of Regulation S-X) thereof commences a case or other proceeding under any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction relating to the Company or any Significant Subsidiary thereof, (b) there is commenced against the Company or any Significant Subsidiary thereof any such case or proceeding that is not dismissed within sixty (60) days after commencement, (c) the Company or any Significant Subsidiary thereof is adjudicated insolvent or bankrupt or any order of relief or other order approving any such case or proceeding is entered, (d) the Company or any Significant Subsidiary thereof suffers any appointment of any custodian or the like for it or any substantial part of its property that is not discharged or stayed within sixty (60) calendar days after such appointment, (e) the Company or any Significant Subsidiary thereof makes a general assignment for the benefit of creditors, (f) the Company or any Significant Subsidiary thereof calls a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts or (g) the Company or any Significant Subsidiary thereof, by any act or failure to act, expressly indicates its consent to, approval of or acquiescence in any of the foregoing or takes any corporate or other action for the purpose of effecting any of the foregoing.

"Beneficial Ownership Limitation" shall have the meaning set forth in Section 4(e).

"Board of Directors" means the board of directors of the Company.

"Buy-In" shall have the meaning set forth in Section 4(d)(v).

"Change of Control Transaction" means the occurrence after the date hereof of any of (a) an acquisition after the date hereof by an individual or legal entity or "group" (as described in Rule 13d-5(b)(1) promulgated under the Exchange Act) of effective control (whether through legal or beneficial ownership of capital stock of the Company, by contract or otherwise) of in excess of one-third (1/3rd) of the aggregate votes of the then-issued and outstanding voting securities of the Company on such basis as is then required by the Company's charter documents (other than by means of conversion of the Note), (b) the Company merges into or consolidates with any other Person, or any Person merges into or consolidates with the Company and, after giving effect to such transaction, the stockholders of the Company immediately prior to such transaction own less than two-thirds (2/3rds) of the aggregate voting power of the Company or the successor entity of such transaction, (c) the Company sells or transfers all or substantially all of its assets to another Person and the stockholders of the Company immediately prior to such transaction own less than two-thirds (2/3rds) of the aggregate voting power of the acquiring entity immediately after the transaction, (d) a replacement at one time or within a three year period of more than one-half (1/2) of the members of the Board of Directors which is not approved by a majority of those individuals who are members of the Board of Directors on the Original Issue Date (or by those individuals who are serving as members of the Board of Directors on any date whose nomination to the Board of Directors was approved by a majority of the members of the Board of Directors who are members on the date hereof), or (e) the execution by the Company of an agreement to

which the Company is a party or by which it is bound, providing for any of the events set forth in clauses (a) through (d) above.

“Conversion Date” shall have the meaning set forth in Section 4(a).

“Conversion Limitation” shall have the meaning set forth in Section 5(f).

“Conversion Price” shall have the meaning set forth in Section 4(b).

“Conversion Schedule” means the Conversion Schedule in the form of Schedule 1 attached hereto.

“Conversion Shares” means, collectively, the shares of Common Stock issuable upon conversion of this Note in accordance with the terms hereof.

“DTC” means the Depository Trust Company.

“DTC/FAST Program” means the DTC’s Fast Automated Securities Transfer Program.

“DWAC Eligible” means that (a) the Common Stock is eligible at DTC for full services pursuant to DTC’s Operational Arrangements, including, without limitation, transfer through DTC’s DWAC system, (b) the Company has been approved (without revocation) by the DTC’s underwriting department, (c) the Transfer Agent is approved as an agent in the DTC/FAST Program, (d) the Conversion Shares are otherwise eligible for delivery via DWAC, and (e) the Transfer Agent does not have a policy prohibiting or limiting delivery of the Conversion Shares via DWAC.

“Equity Conditions” means each of the following conditions: (a) the Company shall have duly honored all conversions and redemptions scheduled to occur or occurring, including conversions pursuant to one or more Notices of Conversion of the Holder, if any, (b) the Company shall have paid all liquidated damages and other amounts owing to the Holder in respect of this Note, (c) on each day during the Equity Conditions Measuring Period, either (i) there is an effective Registration Statement pursuant to which the Holder is permitted to utilize the prospectus thereunder to resell all of the shares of Common Stock issuable pursuant to the Documents (and the Company believes, in good faith, that such effectiveness will continue uninterrupted for the foreseeable future) or (ii) all of the Conversion Shares issuable pursuant to the Documents (and shares issuable in lieu of cash payments of interest) may be resold pursuant to Rule 144 without volume or manner-of-sale restrictions as determined by the counsel to the Company as set forth in a written opinion letter to such effect, addressed and acceptable to the Transfer Agent and the Holder, (d) on each day during the Equity Conditions Measuring Period, the Common Stock is trading on a Trading Market and all of the shares of Common Stock issuable pursuant to the Documents are listed or quoted for trading on such Trading Market (and the Company believes, in good faith, that trading of the Common Stock on a Trading Market will continue uninterrupted for the foreseeable future), (e) there is a sufficient number of authorized but unissued and otherwise unreserved shares of Common Stock for the issuance of all of the shares of Common

Stock then issuable pursuant to the Documents, (f) on each day during the Equity Conditions Measuring Period, there is no existing Event of Default and no existing event which, with the passage of time or the giving of notice, would constitute an Event of Default, (g) the issuance of the shares of Common Stock in question to the Holder would not violate the limitations set forth in Section 4(e) and 4(f) herein, (h) on each day during the Equity Conditions Measuring Period, there has been no public announcement of a pending or proposed Fundamental Transaction or Change of Control Transaction that has not been consummated, (i) the applicable Holder is not in possession of any information provided by the Company that constitutes, or may constitute, material non-public information, (j) the Company has timely filed (or obtained extensions in respect thereof and filed within the applicable grace period) all reports other than Current Reports on Form 8-K required to be filed by the Company after the date hereof pursuant to the Exchange Act, (k) on any date that the Company desires to make a payment in shares of Common Stock, the average daily dollar volume of the Common Stock for the twenty (20) Trading Days prior to such date is greater than \$85,000, (l) on each day during the Equity Conditions Measuring Period, the Company's shares of Common Stock are DWAC Eligible and not subject to a "DTC chill" and (m) the Stockholder Approval has been obtained.

"Equity Conditions Measuring Period" means each day during the period beginning twenty (20) Trading Days prior to the applicable date of determination and ending on and including the applicable date of determination or, if applicable, such shorter period beginning on the Original Issue Date and ending on and including the applicable date of determination.

"Event of Default" shall have the meaning set forth in Section 6(a).

"Exempt Issuance" means the issuance of (a) shares of Common Stock, options or other equity awards (including, without limitation, restricted awards) to employees, consultants, officers or directors of the Company pursuant to any stock or option plan duly adopted for such purpose, by a majority of the non-employee members of the Board of Directors or a majority of the members of a committee of non-employee directors established for such purpose and subsequently ratified by the stockholders of the Company, (b) securities upon the exercise or exchange of or conversion of any Securities issued pursuant to the Purchase Agreement and/or other securities directly or indirectly exercisable or exchangeable for or convertible into shares of Common Stock issued and outstanding on the Original Issue Date, provided that such securities have not been amended since the Original Issue Date to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities, or (c) securities issued pursuant to mergers, consolidations, acquisitions, similar business combinations or strategic transactions approved by a majority of the disinterested directors of the Company, provided that any such issuance shall only be to a Person (or to the equity holders of a Person) which is, itself or through its subsidiaries, an operating company or an owner of an asset in a business synergistic with the business of the Company and shall provide to the Company additional benefits in addition to the investment of funds, but shall not include a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities.

“Fundamental Transaction” shall have the meaning set forth in Section 5(e).

“Late Fees” shall have the meaning set forth in Section 2(d).

“New York Courts” shall have the meaning set forth in Section 8(d).

“Note Register” shall have the meaning set forth in Section 2(c).

“Notice of Conversion” shall have the meaning set forth in Section 4(a).

“Original Issue Date” means the date of the first issuance of this Note, regardless of any transfers of any Note and regardless of the number of instruments which may be issued to evidence such Note.

“Purchase Agreement” means the Securities Purchase Agreement, dated as of February 14, 2017 by and among the Company, the original Holder, and the other parties named therein, if any, as amended, modified or supplemented from time to time in accordance with its terms.

“Registration Statement” means a registration statement covering the resale of the Underlying Shares by each Holder.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Share Delivery Date” shall have the meaning set forth in Section 4(d)(ii).

“Successor Entity” shall have the meaning set forth in Section 5(e).

“VWAP” means, for or as of any date, the dollar volume-weighted average price for such security on the Trading Market (or, if the Trading Market is not the principal trading market for such security, then on the principal securities exchange or securities market on which such security is then traded) during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg through its “HP” function (set to weighted average) or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported in the “pink sheets” by OTC Markets Group Inc. (formerly Pink Sheets LLC). If the VWAP cannot be calculated for such security on such date on any of the foregoing bases, the VWAP of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination, recapitalization or other similar transaction during such period.

Section 2. Interest.

a) Payment of Interest in Cash or Kind. The Company shall pay interest to the Holder on the principal amount of this Note at the rate of 10% per annum (which interest rate may be increased as provided elsewhere herein). All interest provided for in this Section (2)(a) shall be due and payable on the Maturity Date (the "Fixed Interest Payment Date"); provided, however, notwithstanding anything to the contrary provided herein or elsewhere, interest accrued but not yet paid will be due and payable upon any conversion, prepayment, and/or acceleration whether as a result of an Event of Default or otherwise with respect to the principal amount being so converted, prepaid and/or accelerated. All interest payments hereunder will be payable in cash or, at the Company's discretion, subject to the Equity Conditions being satisfied on the date of such payment, in Common Stock at the Conversion Price or Alternate Conversion Price, as applicable.

b) Interest Make Whole. In the event that this Note is converted, prepaid and/or accelerated whether as a result of an Event of Default or otherwise prior to the Maturity Date, the Company shall pay to the Holder, in addition to any other amounts then owed, upon such conversion, prepayment, and/or acceleration, an amount in interest equal to the amount of interest on the principal amount so converted, prepaid and/or accelerated that would otherwise have been payable if such principal amount had remained outstanding until the six month anniversary of the Original Issue Date.

c) Interest Calculations. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-calendar day periods, and shall accrue commencing on the Original Issue Date until payment in full of the outstanding principal, together with all accrued and unpaid interest, liquidated damages and other amounts which may become due hereunder, has been made. Interest hereunder will be paid to the Person in whose name this Note is registered on the records of the Company regarding registration and transfers of this Note (the "Note Register").

d) Late Fees. All overdue accrued and unpaid interest to be paid hereunder shall entail a late fee at an interest rate equal to the lesser of 16% per annum or the maximum rate permitted by applicable law (the "Late Fees") which shall accrue daily from the date such interest is due hereunder through and including the date of actual payment in full.

Section 3. Registration of Transfers and Exchanges.

a) Different Denominations. This Note is exchangeable for an equal aggregate principal amount of Notes of different authorized denominations, as requested by the Holder surrendering the same. No service charge will be payable for such registration of transfer or exchange.

b) Investment Representations. This Note has been issued subject to certain investment representations of the original Holder set forth in the Purchase Agreement and

may be transferred or exchanged only in compliance therewith and applicable federal and state securities laws and regulations.

c) Reliance on Note Register. Prior to due presentment for transfer to the Company of this Note, the Company and any agent of the Company may treat the Person in whose name this Note is duly registered on the Note Register as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note is overdue, and neither the Company nor any such agent shall be affected by notice to the contrary.

Section 4. Conversion.

a) Voluntary Conversion. At any time and from time to time, commencing on the Stockholder Approval Date until this Note is no longer outstanding, this Note shall be convertible, in whole or in part, into shares of Common Stock at the option of the Holder, at any time and from time to time (subject to the conversion limitations set forth in Section 4(e) and Section 4(f) hereof). The Holder shall effect conversions by delivering to the Company a Notice of Conversion, the form of which is attached hereto as Annex A (each, a "Notice of Conversion"), specifying therein the principal amount of this Note and/or any other amounts due under this Note to be converted and the date on which such conversion shall be effected (such date, the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion is deemed delivered hereunder. No ink-original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion form be required. To effect conversions hereunder, the Holder shall not be required to physically surrender this Note to the Company unless the entire principal amount of this Note, all accrued and unpaid interest thereon and all other amounts due under this Note have been so converted. Conversions hereunder shall have the effect of lowering the outstanding principal amount of this Note in an amount equal to the applicable conversion amount. The Holder and the Company shall maintain a Conversion Schedule showing the principal amount(s) and/or any other amounts due under this Note converted and the date of such conversion(s). The Company may deliver an objection to any Notice of Conversion within one (1) Business Day of delivery of such Notice of Conversion. **The Holder, and any assignee by acceptance of this Note, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of a portion of this Note, the unpaid and unconverted principal amount of this Note may be less than the amount stated on the face hereof.**

b) Conversion Price. The conversion price in effect on any Conversion Date shall be equal to \$0.40 (the "Conversion Price"). Should an Event of Default occur pursuant to Section 6 hereof, the Conversion Price will automatically be replaced by the Alternate Conversion Price and remain in effect as long as the Event of Default remains uncured. All such foregoing determinations will be appropriately adjusted for any stock dividend, stock split, stock combination, reclassification or similar transaction that proportionately decreases or increases the Common Stock during such measuring period. Nothing herein shall limit a Holder's right to pursue actual damages or declare an Event of Default pursuant to Section 6 hereof and the Holder shall have the right to pursue all

remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. The exercise of any such rights shall not prohibit the Holder from seeking to enforce damages pursuant to any other Section hereof or under applicable law.

c) [Intentionally Omitted].

d) Mechanics of Conversion.

i. Conversion Shares Issuable Upon a Conversion. The number of Conversion Shares issuable upon a conversion hereunder shall be determined by the quotient obtained by dividing (x) the sum of (i) the outstanding principal to be converted as provided in the applicable Notice of Conversion, (ii) accrued and unpaid interest thereon (if the Company has elected to pay interest in shares of Common Stock) and (iii) any other amount due under this Note by (y) the Conversion Price or Alternate Conversion Price, as applicable.

ii. Delivery of Certificate Upon Conversion. Not later than three (3) Trading Days after each Conversion Date (the "Share Delivery Date"), the Company shall deliver, or cause to be delivered, to the Holder (A) a certificate or certificates representing the Conversion Shares, which, on or after the date on which the resale of such Conversion Shares are covered by and are being sold pursuant to an effective Registration Statement or such Conversion Shares are eligible to be sold under Rule 144 without the need for current public information and the Company has received an opinion of counsel to such effect acceptable to the Company (which opinion the Company will be responsible for obtaining at its own cost) shall be free of restrictive legends and trading restrictions (other than those which may then be required by the Purchase Agreement) representing the number of Conversion Shares being acquired or being sold, as the case may be, upon the conversion of this Note, and (B) payment in the amount of accrued and unpaid interest (if the Company has elected to pay accrued interest in cash). All certificate or certificates required to be delivered by the Company under this Section 4(d) shall be delivered electronically through DTC or another established clearing corporation performing similar functions, unless the Company or its Transfer Agent does not have an account with DTC and/or is not participating in the DTC/FAST System, in which case the Company shall issue and deliver to the address as specified in such Notice of Conversion a certificate (or certificates), registered in the name of the Holder or its designee, for the number of Conversion Shares to which the Holder shall be entitled. If the Conversion Shares are not being sold pursuant to an effective Registration Statement or if the Conversion Date is prior to the date on which such Conversion Shares are eligible to be sold under Rule 144 without the need for current public information, the Conversion Shares shall bear a restrictive legend in the following form, as appropriate:

"THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE

SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT. ”

iii. Failure to Deliver Certificates. If, in the case of any Notice of Conversion, such certificate or certificates are not delivered to or as directed by the applicable Holder by the Share Delivery Date, the Holder shall be entitled to elect by written notice to the Company at any time on or before its receipt of such certificate or certificates, to rescind such Notice of Conversion, in which event the Company shall promptly return to the Holder any original Note delivered to the Company and the Holder shall promptly return to the Company the certificate or certificates issued to such Holder pursuant to the rescinded Notice of Conversion.

iv. Obligation Absolute. The Company’s obligations to issue and deliver the Conversion Shares upon conversion of this Note in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder or any other Person of any obligation to the Company or any violation or alleged violation of law by the Holder or any other Person, and irrespective of any other circumstance that might otherwise limit such obligation of the Company to the Holder in connection with the issuance of such Conversion Shares; provided, however, that such delivery shall not operate as a waiver by the Company of any such action the Company may have against the Holder.

v. Compensation for Buy-In on Failure to Timely Deliver Certificates Upon Conversion. In addition to any other rights available to the Holder, if the Company fails for any reason to deliver to the Holder such certificate or certificates by the Share Delivery Date pursuant to Section 4(d)(ii), and if after such Share Delivery Date the Holder is required by its brokerage firm to purchase (in an open market transaction or otherwise), or the Holder’s brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Conversion Shares which the Holder was entitled to receive upon the conversion relating to such Share Delivery Date (a “Buy-In”), then the Company shall (A) pay in cash to the Holder (in addition to any other remedies available to or elected by the Holder) the amount, if any, by which (x) the Holder’s total purchase price (including any brokerage commissions) for the Common Stock so purchased exceeds (y) the product of (1) the aggregate number of shares of Common Stock that the Holder was entitled to receive from the conversion at issue multiplied by (2) the actual sale price at which the sell order giving rise to such purchase obligation was executed (including any brokerage commissions) and (B) at the option of the Holder, either reissue (if surrendered)

this Note in a principal amount equal to the principal amount of the attempted conversion (in which case such conversion shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued if the Company had timely complied with its delivery requirements under Section 4(d)(ii). For example, if the Holder purchases Common Stock having a total purchase price of \$11,000 to cover a Buy-In with respect to an attempted conversion of this Note with respect to which the actual sale price of the Conversion Shares (including any brokerage commissions) giving rise to such purchase obligation was a total of \$10,000 under clause (A) of the immediately preceding sentence, the Company shall be required to pay the Holder \$1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing shares of Common Stock upon conversion of this Note as required pursuant to the terms hereof.

vi. Reservation of Shares Issuable Upon Conversion. The Company covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock a number of shares of Common Stock at least equal to the Required Minimum (as defined in the Purchase Agreement) for the sole purpose of issuance upon conversion of this Note and payment of interest on this Note, each as herein provided, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holder. The Company covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid and nonassessable.

vii. Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of this Note. As to any fraction of a share that the Holder would otherwise be entitled to purchase upon such conversion, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share.

viii. Transfer Taxes and Expenses. The issuance of certificates for shares of the Common Stock on conversion of this Note shall be made without charge to the Holder hereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates, provided that, the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Holder of this Note so converted and the Company shall not be required to issue or deliver such certificates unless or until the Person or Persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Conversion.

e) Holder's Conversion Limitations. The Company shall not effect any conversion of this Note, and a Holder shall not have the right to convert any portion of this Note, to the extent that, after giving effect to the conversion set forth on the applicable Notice of Conversion, the Holder (together with the Holder's Affiliates, and any Persons acting as a group together with the Holder or any of the Holder's Affiliates) would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates shall include the number of shares of Common Stock issuable upon conversion of this Note with respect to which such determination is being made, but shall exclude the number of shares of Common Stock that are issuable upon (i) conversion of the remaining, unconverted principal amount of this Note beneficially owned by the Holder or any of its Affiliates and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates. Except as set forth in the preceding sentence, for purposes of this Section 4(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. To the extent that the limitation contained in this Section 4(e) applies, the determination of whether this Note is convertible (in relation to other securities owned by the Holder together with any Affiliates) and of which principal amount of this Note is convertible shall be in the sole discretion of the Holder, and the submission of a Notice of Conversion shall be deemed to be the Holder's determination of whether this Note may be converted (in relation to other securities owned by the Holder together with any Affiliates) and which principal amount of this Note is convertible, in each case subject to the Beneficial Ownership Limitation. To ensure compliance with this restriction, the Holder will be deemed to represent to the Company each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this paragraph and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 4(e), in determining the number of outstanding shares of Common Stock, the Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (ii) a more recent public announcement by the Company, or (iii) a more recent written notice by the Company or the Company's transfer agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two (2) Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Note, by the Holder or its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of this Note held by the Holder. The Holder, upon not less than 61 days' prior written notice to the Company,

may increase or decrease the Beneficial Ownership Limitation provisions of this Section 4(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon conversion of this Note held by the Holder and the Beneficial Ownership Limitation provisions of this Section 4(e) shall continue to apply. Any such increase or decrease will not be effective until the 61st day after such notice is delivered to the Company. The Beneficial Ownership Limitation provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 4(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Note.

f) Principal Market Regulation. The Borrowers shall not issue any shares of Common Stock pursuant to the terms of this Note if the issuance of such shares of Common Stock would exceed the aggregate number of shares of Common Stock which the Company may issue without breaching the Company's obligations under the rules or regulations of the Principal Market (the number of shares which may be issued without violating such rules and regulations, the "Exchange Cap"), except that such limitation shall not apply after the Company obtains the Stockholder Approval.

Section 5. Certain Adjustments.

a) Stock Dividends and Stock Splits. If the Company, at any time while this Note is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any Common Stock Equivalents (which, for the avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon conversion of, or payment of interest on, the Note), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Company, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Company) outstanding immediately before such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

b) [Intentionally Omitted].

c) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 5(a) above, if at any time the Company grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the "Purchase Rights"), then

the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights that the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation and the Conversion Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation or the Conversion Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation or the Conversion Limitation, as applicable).

d) Pro Rata Distributions. During such time as this Note is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Note, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation and the Conversion Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation or the Conversion Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation or the Conversion Limitation, as applicable).

e) Fundamental Transaction. If, at any time while this Note is outstanding (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities,

cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person, whereby such other Person acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each, a "Fundamental Transaction"), then, upon any subsequent conversion of this Note, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitation in Section 4(e) or 4(f) on the conversion of this Note), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Note is convertible immediately prior to such Fundamental Transaction (without regard to any limitation in Section 4(e) or 4(f) on the conversion of this Note). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one (1) share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Note following such Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Note and the other Documents (as defined in the Purchase Agreement) in accordance with the provisions of this Section 5(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the holder of this Note, deliver to the Holder in exchange for this Note a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Note that is convertible for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon conversion of this Note (without regard to any limitations on the conversion of this Note) prior to such Fundamental Transaction, and with a conversion price which applies the conversion price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such conversion price being for the purpose of

protecting the economic value of this Note immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Note and the other Documents referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Note and the other Documents with the same effect as if such Successor Entity had been named as the Company herein.

f) Calculations. All calculations under this Section 5 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 5, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Company) issued and outstanding.

g) Notice to the Holder.

i. Adjustment to Conversion Price. Whenever the Conversion Price is adjusted pursuant to any provision of this Section 5, the Company shall promptly deliver to each Holder a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Conversion by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding-up of the affairs of the Company, then, in each case, the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of this Note, and shall cause to be delivered to the Holder at its last address as it shall appear upon the Note Register, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice, stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to

exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to convert this Note during the 20-day period commencing on the date of such notice through the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 6. Events of Default.

a) “Event of Default” means, wherever used herein, any of the following events (whatever the reason for such event and whether such event shall be voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule or regulation of any administrative or governmental body):

i. any default in the payment of (A) the principal amount of the Note or (B) interest, liquidated damages, Late Fees and other amounts owing to the Holder on the Note, as and when the same shall become due and payable (whether on a Conversion Date or the Maturity Date or by acceleration or otherwise) which default, solely in the case of an interest payment or other default under clause (B) above, is not cured within three (3) Trading Days;

ii. the Company shall fail to observe or perform any other material covenant or agreement contained in the Note (and other than a breach by the Company of its obligations to deliver shares of Common Stock to the Holder upon conversion, which breach is addressed in clause (vii) below), which failure is not cured, if possible to cure, within the earlier to occur of (A) five (5) Trading Days after notice of such failure sent by the Holder to the Company and (B) ten (10) Trading Days after the Company has become or should have become aware of such failure;

iii. a default or event of default (subject to any grace or cure period provided in the applicable agreement, document or instrument) shall occur under any of the Documents;

iv. any representation or warranty made in this Note, any other Documents, any written statement pursuant hereto or thereto or any other report, financial statement or certificate made or delivered to the Holder shall be untrue or incorrect in any material respect as of the date when made or deemed made;

v. the Company or any Significant Subsidiary (as such term is defined in Rule 1-02(w) of Regulation S-X) shall be subject to a Bankruptcy Event;

vi. the Common Stock shall not be eligible for listing or quotation for trading on a Trading Market and shall not be eligible to resume listing or quotation for trading thereon within five (5) Trading Days or the transfer of shares of Common Stock through the DTC is no longer available, "frozen" or "chilled";

vii. the Company shall fail for any reason to deliver Conversion Shares to a Holder prior to the fifth (5th) Trading Day after a Share Delivery Date pursuant to Section 4(d) or the Company shall provide at any time notice to the Holder, including by way of public announcement, of the Company's intention to not honor requests for conversions of the Note in accordance with the terms hereof;

viii. the Company fails to file with the Commission any required reports under Section 13 or 15(d) of the Exchange Act such that it is not in compliance with Rule 144(c)(1) (or Rule 144(i)(2), if applicable); and

ix. the Company shall fail to maintain sufficient reserved shares pursuant to Section 4.4 of the Purchase Agreement.

b) Remedies Upon Event of Default. If any Event of Default occurs, then at the Holder's election, this Note shall become immediately due and payable in an amount equal to 150% of the outstanding principal amount of this Note, plus accrued but unpaid interest, liquidated damages and other amounts owing in respect thereof through the date of acceleration. After the occurrence of any Event of Default that results in the eventual acceleration of this Note, the interest rate on this Note shall accrue at an interest rate equal to the lesser of 2% per month (24% per annum) or the maximum rate permitted under applicable law (with a credit for any "unused" guaranteed interest). Upon the payment in full of the outstanding principal amount of this Note, plus accrued but unpaid interest, liquidated damages and other amount owing in respects thereof, the Holder shall promptly surrender this Note to or as directed by the Company. In connection with such acceleration described herein, the Holder need not provide, and the Company hereby waives, any presentment, demand, protest or other notice of any kind, and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by the Holder at any time prior to payment hereunder and the Holder shall have all rights as a holder of the Note until such time, if any, as the Holder receives full payment pursuant to this Section 6(b). No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

Section 7. Prepayment.

a) Optional Prepayment. At any time and from time to time, the Company may by delivering written notice of its election to the Holder prepay all or any portion of

this Note by paying the applicable Prepayment Amount (as defined below) pursuant to this Section 7(a). The written notice shall, among other items, state the date the Prepayment Amount is to be paid to the Holder, which shall not in any event be earlier than five (5) calendar days from the date of mailing of the prepayment notice to the Holder (the "Prepayment Date"). If the Company exercises its right to prepay all or any portion of the Note in accordance with this Section 7(a), the Company shall, (i) if it elects to prepay the Note in cash, make payment to the Holder of an amount in cash equal to the product of (x) the sum of (A) the then-outstanding principal amount of this Note and (B) all accrued but unpaid interest thereon, multiplied by (y) (A) 115% in the event the Prepayment Date occurs on or before the two (2) month anniversary of the Original Issue Date or (B) 120% in the event the Prepayment Date occurs after the two (2) month anniversary of the Original Issue Date but prior to the Maturity Date, to which calculated amount the Company shall add all other amounts owed pursuant to this Note, including, but not limited to, all Late Fees and liquidated damages, or, (ii) if it elects to prepay the Note in shares of Common Stock, subject to the Equity Conditions being satisfied on the date of such payment, deliver to the Holder a number of shares of Common Stock equal to the quotient of (x) the sum of (A) the then-outstanding principal amount of this Note, (B) all accrued but unpaid interest thereon and (C) all other amounts owed pursuant to this Note, including, but not limited to, all Late Fees and liquidated damages, divided by (y) the Alternate Conversion Price (the foregoing clauses (i) and (ii), each, the "Prepayment Amount"). The Holder may continue to convert the Note from the date notice of the prepayment is given until the date the Holder receives in full the Prepayment Amount.

b) Mandatory Prepayment. Notwithstanding anything herein to the contrary, within one (1) Trading Day after the closing of a debt or equity financing resulting in gross proceeds in excess of \$500,000, the Company shall use 10% of the gross proceeds of such financing to make a prepayment under this Note in accordance with Section 7(a) hereto.

Section 8. Miscellaneous.

a) Notices. Any and all notices or other communications or deliveries to be provided by the Holder hereunder, including, without limitation, any Notice of Conversion, shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service, addressed to the Company, at the address set forth above or such other address as the Company may specify for such purposes by notice to the Holder delivered in accordance with this Section 8(a). Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service addressed to the Holder at the facsimile number or address of the Holder appearing on the books of the Company, or if no such facsimile number or address appears on the books of the Company, at the principal place of business of such Holder, as set forth in the Purchase Agreement. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto prior to 5:00 p.m. (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such

notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:00 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (iv) upon actual receipt by the party to whom such notice is required to be given.

b) Absolute Obligation. Except as expressly provided herein, no provision of this Note shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, liquidated damages and accrued interest, as applicable, on this Note at the time, place, and rate, and in the coin or currency, herein prescribed. This Note is a direct debt obligation of the Company.

c) Lost or Mutilated Note. If this Note shall be mutilated, lost, stolen or destroyed, the Company shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note for the principal amount of this Note so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such Note, and of the ownership hereof, reasonably satisfactory to the Company.

d) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any of the Documents (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "New York Courts"). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Note or the transactions contemplated hereby.

e) Amendment; Waiver. Any provision of this Note may be amended by a written instrument executed by the Company and the Holder, which amendment shall be binding on all successors and assigns. Any provision of this Note may be waived by the Holder, which waiver shall be binding on all successors and assigns. Any waiver by the Company or the Holder must be in writing. Any waiver by the Company or the Holder of a breach of any provision of this Note shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Note. The failure of the Company or the Holder to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive

that party of the right thereafter to insist upon strict adherence to that term or any other term of this Note on any other occasion.

f) Severability. If any provision of this Note is invalid, illegal or unenforceable, the balance of this Note shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances.

g) Usury. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law. The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law which would prohibit or forgive the Company from paying all or any portion of the principal of or interest on this Note as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this Note, and the Company (to the extent it may lawfully do so) hereby expressly waives all benefits or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Holder, but will suffer and permit the execution of every such power as though no such law has been enacted.

h) Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note and any of the other Documents (including, without limitation, the security agreements referenced in the Purchase Agreement), at law or in equity (including a decree of specific performance and/or other injunctive relief), and nothing herein shall limit the Holder's right to pursue actual and consequential damages for any failure by the Company to comply with the terms of this Note. The Company covenants to the Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof). The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder and that the remedy at law for any such breach may be inadequate. The Company therefore agrees that, in the event of any such breach or threatened breach, the Holder shall be entitled, in addition to all other available remedies, to an injunction restraining any such breach or any such threatened breach, without the necessity of showing economic loss and without any bond or other security being required. The Company shall provide all information and documentation to the Holder that is requested by the Holder to enable the Holder to confirm the Company's compliance with the terms and conditions of this Note.

i) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

j) Headings. The headings contained herein are for convenience only, do not constitute a part of this Note and shall not be deemed to limit or affect any of the provisions hereof.

k) Secured Obligation. The obligations of the Company under this Note are secured by all assets of the Company and each Subsidiary pursuant to the Security Agreement, dated as of September 26, 2016, between the Company and the Secured Parties (as defined therein).

l) Disclosure. Upon receipt or delivery by the Company of any notice in accordance with the terms of this Note, unless the Company has in good faith determined that the matters relating to such notice do not constitute material, nonpublic information relating to the Company or its Subsidiaries, the Company shall within four (4) Business Days after such receipt or delivery publicly disclose such material, nonpublic information on a Current Report on Form 8-K or otherwise. In the event that the Company believes that a notice contains material, non-public information relating to the Company or its Subsidiaries, the Company shall so indicate to the Holder contemporaneously with delivery of such notice, and in the absence of any such indication, the Holder shall be allowed to presume that all matters relating to such notice do not constitute material, nonpublic information relating to the Company or its Subsidiaries.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed by a duly authorized officer as of the date first above indicated.

COPSYNC, INC.

By: _____

Name: _____

Title: _____

Facsimile No. for delivery of Notices: _____

ANNEX A

NOTICE OF CONVERSION

The undersigned hereby elects to convert the 10% Original Issue Discount Senior Secured Convertible Promissory Note due November 14, 2017 of COPsync, Inc., a Delaware corporation (the "Company"), into shares of common stock of the Company (the "Common Stock"), according to the conditions hereof, as of the date written below. If shares of Common Stock are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

By the delivery of this Notice of Conversion, the undersigned represents and warrants to the Company that its ownership of the Common Stock does not exceed the amounts specified under Section 4 of this Note, as determined in accordance with Section 13(d) of the Exchange Act.

The undersigned agrees to comply with the prospectus delivery requirements under the applicable securities laws in connection with any transfer of the aforesaid shares of Common Stock, if the resale of any such shares of Common Stock are covered by and are being sold pursuant to an effective Registration Statement.

Conversion calculations:

Date to Effect Conversion: _____

Principal Amount of Note to be Converted: _____

Number of Shares of Common Stock to be Issued: _____

Signature: _____

Name: _____

Delivery Instructions:

Schedule 1

CONVERSION SCHEDULE

This 10% Original Issue Discount Senior Secured Convertible Promissory Note due on November 14, 2017 in the principal amount of \$385,000 is issued by COPsync, Inc., a Delaware corporation. This Conversion Schedule reflects conversions made under Section 4 of the above referenced Note.

Dated:

Date of Conversion (or for first entry, Original Issue Date)	Amount of Conversion	Aggregate Principal Amount Remaining Subsequent to Conversion (or original Principal Amount)	Company Attest

NEITHER THIS SECURITY NOR THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL IN A FORM ACCEPTABLE TO THE COMPANY.

Original Issue Date: March 20, 2017

Principal Amount: \$275,000
Purchase Price: \$250,000

**10% ORIGINAL ISSUE DISCOUNT
SENIOR SECURED CONVERTIBLE PROMISSORY NOTE
DUE DECEMBER 20, 2017**

THIS 10% ORIGINAL ISSUE DISCOUNT SENIOR SECURED CONVERTIBLE PROMISSORY NOTE is the duly authorized and validly issued convertible promissory note of COPsync, Inc., a Delaware corporation, (the "Company"), having its principal place of business at 16415 Addison Road, Suite 300, Addison, Texas 75001, designated as its 10% Original Issue Discount Senior Secured Convertible Promissory Note due December 20, 2017 (the "Note").

FOR VALUE RECEIVED, the Company promises to pay to Dominion Capital LLC or its registered assigns (the "Holder"), or shall have paid pursuant to the terms hereunder, the principal sum of \$275,000 on December 20, 2017 (the "Maturity Date") or such earlier date as this Note is required or permitted to be repaid as provided hereunder, and to pay interest to the Holder on the aggregate unconverted and then outstanding principal amount of this Note in accordance with the provisions hereof. This Note is subject to the following additional provisions:

Section 1. Definitions. For the purposes hereof, in addition to the terms defined elsewhere in this Note, (a) capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below) and (b) the following terms shall have the following meanings:

"Alternate Consideration" shall have the meaning set forth in Section 5(e).

"Alternate Conversion Price" means seventy five percent (75%) of the lowest VWAP in the fifteen (15) consecutive Trading Days prior to the Conversion Date; provided, however, that the Alternate Conversion Price shall in no event be less than \$0.30.

“Bankruptcy Event” means any of the following events: (a) the Company or any Significant Subsidiary (as such term is defined in Rule 1-02(w) of Regulation S-X) thereof commences a case or other proceeding under any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction relating to the Company or any Significant Subsidiary thereof, (b) there is commenced against the Company or any Significant Subsidiary thereof any such case or proceeding that is not dismissed within sixty (60) days after commencement, (c) the Company or any Significant Subsidiary thereof is adjudicated insolvent or bankrupt or any order of relief or other order approving any such case or proceeding is entered, (d) the Company or any Significant Subsidiary thereof suffers any appointment of any custodian or the like for it or any substantial part of its property that is not discharged or stayed within sixty (60) calendar days after such appointment, (e) the Company or any Significant Subsidiary thereof makes a general assignment for the benefit of creditors, (f) the Company or any Significant Subsidiary thereof calls a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts or (g) the Company or any Significant Subsidiary thereof, by any act or failure to act, expressly indicates its consent to, approval of or acquiescence in any of the foregoing or takes any corporate or other action for the purpose of effecting any of the foregoing.

“Beneficial Ownership Limitation” shall have the meaning set forth in Section 4(e).

“Board of Directors” means the board of directors of the Company.

“Buy-In” shall have the meaning set forth in Section 4(d)(v).

“Change of Control Transaction” means the occurrence after the date hereof of any of (a) an acquisition after the date hereof by an individual or legal entity or “group” (as described in Rule 13d-5(b)(1) promulgated under the Exchange Act) of effective control (whether through legal or beneficial ownership of capital stock of the Company, by contract or otherwise) of in excess of one-third (1/3rd) of the aggregate votes of the then-issued and outstanding voting securities of the Company on such basis as is then required by the Company’s charter documents (other than by means of conversion of the Note), (b) the Company merges into or consolidates with any other Person, or any Person merges into or consolidates with the Company and, after giving effect to such transaction, the stockholders of the Company immediately prior to such transaction own less than two-thirds (2/3rds) of the aggregate voting power of the Company or the successor entity of such transaction, (c) the Company sells or transfers all or substantially all of its assets to another Person and the stockholders of the Company immediately prior to such transaction own less than two-thirds (2/3rds) of the aggregate voting power of the acquiring entity immediately after the transaction, (d) a replacement at one time or within a three year period of more than one-half (1/2) of the members of the Board of Directors which is not approved by a majority of those individuals who are members of the Board of Directors on the Original Issue Date (or by those individuals who are serving as members of the Board of Directors on any date whose nomination to the Board of Directors was approved by a majority of the members of the Board of Directors who are members on the date hereof), or (e) the execution by the Company of an agreement to

which the Company is a party or by which it is bound, providing for any of the events set forth in clauses (a) through (d) above.

“Conversion Date” shall have the meaning set forth in Section 4(a).

“Conversion Limitation” shall have the meaning set forth in Section 5(f).

“Conversion Price” shall have the meaning set forth in Section 4(b).

“Conversion Schedule” means the Conversion Schedule in the form of Schedule 1 attached hereto.

“Conversion Shares” means, collectively, the shares of Common Stock issuable upon conversion of this Note in accordance with the terms hereof.

“DTC” means the Depository Trust Company.

“DTC/FAST Program” means the DTC’s Fast Automated Securities Transfer Program.

“DWAC Eligible” means that (a) the Common Stock is eligible at DTC for full services pursuant to DTC’s Operational Arrangements, including, without limitation, transfer through DTC’s DWAC system, (b) the Company has been approved (without revocation) by the DTC’s underwriting department, (c) the Transfer Agent is approved as an agent in the DTC/FAST Program, (d) the Conversion Shares are otherwise eligible for delivery via DWAC, and (e) the Transfer Agent does not have a policy prohibiting or limiting delivery of the Conversion Shares via DWAC.

“Equity Conditions” means each of the following conditions: (a) the Company shall have duly honored all conversions and redemptions scheduled to occur or occurring, including conversions pursuant to one or more Notices of Conversion of the Holder, if any, (b) the Company shall have paid all liquidated damages and other amounts owing to the Holder in respect of this Note, (c) on each day during the Equity Conditions Measuring Period, either (i) there is an effective Registration Statement pursuant to which the Holder is permitted to utilize the prospectus thereunder to resell all of the shares of Common Stock issuable pursuant to the Documents (and the Company believes, in good faith, that such effectiveness will continue uninterrupted for the foreseeable future) or (ii) all of the Conversion Shares issuable pursuant to the Documents (and shares issuable in lieu of cash payments of interest) may be resold pursuant to Rule 144 without volume or manner-of-sale restrictions as determined by the counsel to the Company as set forth in a written opinion letter to such effect, addressed and acceptable to the Transfer Agent and the Holder, (d) on each day during the Equity Conditions Measuring Period, the Common Stock is trading on a Trading Market and all of the shares of Common Stock issuable pursuant to the Documents are listed or quoted for trading on such Trading Market (and the Company believes, in good faith, that trading of the Common Stock on a Trading Market will continue uninterrupted for the foreseeable future), (e) there is a sufficient number of authorized but unissued and otherwise unreserved shares of Common Stock for the issuance of all of the shares of Common

Stock then issuable pursuant to the Documents, (f) on each day during the Equity Conditions Measuring Period, there is no existing Event of Default and no existing event which, with the passage of time or the giving of notice, would constitute an Event of Default, (g) the issuance of the shares of Common Stock in question to the Holder would not violate the limitations set forth in Section 4(e) and 4(f) herein, (h) on each day during the Equity Conditions Measuring Period, there has been no public announcement of a pending or proposed Fundamental Transaction or Change of Control Transaction that has not been consummated, (i) the applicable Holder is not in possession of any information provided by the Company that constitutes, or may constitute, material non-public information, (j) the Company has timely filed (or obtained extensions in respect thereof and filed within the applicable grace period) all reports other than Current Reports on Form 8-K required to be filed by the Company after the date hereof pursuant to the Exchange Act, (k) on any date that the Company desires to make a payment in shares of Common Stock, the average daily dollar volume of the Common Stock for the twenty (20) Trading Days prior to such date is greater than \$85,000, (l) on each day during the Equity Conditions Measuring Period, the Company's shares of Common Stock are DWAC Eligible and not subject to a "DTC chill" and (m) the Stockholder Approval has been obtained.

"Equity Conditions Measuring Period" means each day during the period beginning twenty (20) Trading Days prior to the applicable date of determination and ending on and including the applicable date of determination or, if applicable, such shorter period beginning on the Original Issue Date and ending on and including the applicable date of determination.

"Event of Default" shall have the meaning set forth in Section 6(a).

"Exempt Issuance" means the issuance of (a) shares of Common Stock, options or other equity awards (including, without limitation, restricted awards) to employees, consultants, officers or directors of the Company pursuant to any stock or option plan duly adopted for such purpose, by a majority of the non-employee members of the Board of Directors or a majority of the members of a committee of non-employee directors established for such purpose and subsequently ratified by the stockholders of the Company, (b) securities upon the exercise or exchange of or conversion of any Securities issued pursuant to the Purchase Agreement and/or other securities directly or indirectly exercisable or exchangeable for or convertible into shares of Common Stock issued and outstanding on the Original Issue Date, provided that such securities have not been amended since the Original Issue Date to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities, or (c) securities issued pursuant to mergers, consolidations, acquisitions, similar business combinations or strategic transactions approved by a majority of the disinterested directors of the Company, provided that any such issuance shall only be to a Person (or to the equity holders of a Person) which is, itself or through its subsidiaries, an operating company or an owner of an asset in a business synergistic with the business of the Company and shall provide to the Company additional benefits in addition to the investment of funds, but shall not include a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities.

“Fundamental Transaction” shall have the meaning set forth in Section 5(e).

“Late Fees” shall have the meaning set forth in Section 2(d).

“New York Courts” shall have the meaning set forth in Section 8(d).

“Note Register” shall have the meaning set forth in Section 2(c).

“Notice of Conversion” shall have the meaning set forth in Section 4(a).

“Original Issue Date” means the date of the first issuance of this Note, regardless of any transfers of any Note and regardless of the number of instruments which may be issued to evidence such Note.

“Purchase Agreement” means the Securities Purchase Agreement, dated as of March 20, 2017 by and among the Company, the original Holder, and the other parties named therein, if any, as amended, modified or supplemented from time to time in accordance with its terms.

“Registration Statement” means a registration statement covering the resale of the Underlying Shares by each Holder.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Share Delivery Date” shall have the meaning set forth in Section 4(d)(ii).

“Successor Entity” shall have the meaning set forth in Section 5(e).

“VWAP” means, for or as of any date, the dollar volume-weighted average price for such security on the Trading Market (or, if the Trading Market is not the principal trading market for such security, then on the principal securities exchange or securities market on which such security is then traded) during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg through its “HP” function (set to weighted average) or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported in the “pink sheets” by OTC Markets Group Inc. (formerly Pink Sheets LLC). If the VWAP cannot be calculated for such security on such date on any of the foregoing bases, the VWAP of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination, recapitalization or other similar transaction during such period.

Section 2. Interest.

a) Payment of Interest in Cash or Kind. The Company shall pay interest to the Holder on the principal amount of this Note at the rate of 10% per annum (which interest rate may be increased as provided elsewhere herein). All interest provided for in this Section (2)(a) shall be due and payable on the Maturity Date (the "Fixed Interest Payment Date"); provided, however, notwithstanding anything to the contrary provided herein or elsewhere, interest accrued but not yet paid will be due and payable upon any conversion, prepayment, and/or acceleration whether as a result of an Event of Default or otherwise with respect to the principal amount being so converted, prepaid and/or accelerated. All interest payments hereunder will be payable in cash or, at the Company's discretion, subject to the Equity Conditions being satisfied on the date of such payment, in Common Stock at the Conversion Price or Alternate Conversion Price, as applicable.

b) Interest Make Whole. In the event that this Note is converted, prepaid and/or accelerated whether as a result of an Event of Default or otherwise prior to the Maturity Date, the Company shall pay to the Holder, in addition to any other amounts then owed, upon such conversion, prepayment, and/or acceleration, an amount in interest equal to the amount of interest on the principal amount so converted, prepaid and/or accelerated that would otherwise have been payable if such principal amount had remained outstanding until the six month anniversary of the Original Issue Date.

c) Interest Calculations. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-calendar day periods, and shall accrue commencing on the Original Issue Date until payment in full of the outstanding principal, together with all accrued and unpaid interest, liquidated damages and other amounts which may become due hereunder, has been made. Interest hereunder will be paid to the Person in whose name this Note is registered on the records of the Company regarding registration and transfers of this Note (the "Note Register").

d) Late Fees. All overdue accrued and unpaid interest to be paid hereunder shall entail a late fee at an interest rate equal to the lesser of 16% per annum or the maximum rate permitted by applicable law (the "Late Fees") which shall accrue daily from the date such interest is due hereunder through and including the date of actual payment in full.

Section 3. Registration of Transfers and Exchanges.

a) Different Denominations. This Note is exchangeable for an equal aggregate principal amount of Notes of different authorized denominations, as requested by the Holder surrendering the same. No service charge will be payable for such registration of transfer or exchange.

b) Investment Representations. This Note has been issued subject to certain investment representations of the original Holder set forth in the Purchase Agreement and

may be transferred or exchanged only in compliance therewith and applicable federal and state securities laws and regulations.

c) Reliance on Note Register. Prior to due presentment for transfer to the Company of this Note, the Company and any agent of the Company may treat the Person in whose name this Note is duly registered on the Note Register as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note is overdue, and neither the Company nor any such agent shall be affected by notice to the contrary.

Section 4. Conversion.

a) Voluntary Conversion. At any time and from time to time, commencing on the Stockholder Approval Date until this Note is no longer outstanding, this Note shall be convertible, in whole or in part, into shares of Common Stock at the option of the Holder, at any time and from time to time (subject to the conversion limitations set forth in Section 4(e) and Section 4(f) hereof). The Holder shall effect conversions by delivering to the Company a Notice of Conversion, the form of which is attached hereto as Annex A (each, a "Notice of Conversion"), specifying therein the principal amount of this Note and/or any other amounts due under this Note to be converted and the date on which such conversion shall be effected (such date, the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion is deemed delivered hereunder. No ink-original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion form be required. To effect conversions hereunder, the Holder shall not be required to physically surrender this Note to the Company unless the entire principal amount of this Note, all accrued and unpaid interest thereon and all other amounts due under this Note have been so converted. Conversions hereunder shall have the effect of lowering the outstanding principal amount of this Note in an amount equal to the applicable conversion amount. The Holder and the Company shall maintain a Conversion Schedule showing the principal amount(s) and/or any other amounts due under this Note converted and the date of such conversion(s). The Company may deliver an objection to any Notice of Conversion within one (1) Business Day of delivery of such Notice of Conversion. **The Holder, and any assignee by acceptance of this Note, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of a portion of this Note, the unpaid and unconverted principal amount of this Note may be less than the amount stated on the face hereof.**

b) Conversion Price. The conversion price in effect on any Conversion Date shall be equal to \$0.35 (the "Conversion Price"). Should an Event of Default occur pursuant to Section 6 hereof, the Conversion Price will automatically be replaced by the Alternate Conversion Price and remain in effect as long as the Event of Default remains uncured. All such foregoing determinations will be appropriately adjusted for any stock dividend, stock split, stock combination, reclassification or similar transaction that proportionately decreases or increases the Common Stock during such measuring period. Nothing herein shall limit a Holder's right to pursue actual damages or declare an Event of Default pursuant to Section 6 hereof and the Holder shall have the right to pursue all

remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. The exercise of any such rights shall not prohibit the Holder from seeking to enforce damages pursuant to any other Section hereof or under applicable law.

c) [Intentionally Omitted].

d) Mechanics of Conversion.

i. Conversion Shares Issuable Upon a Conversion. The number of Conversion Shares issuable upon a conversion hereunder shall be determined by the quotient obtained by dividing (x) the sum of (i) the outstanding principal to be converted as provided in the applicable Notice of Conversion, (ii) accrued and unpaid interest thereon (if the Company has elected to pay interest in shares of Common Stock) and (iii) any other amount due under this Note by (y) the Conversion Price or Alternate Conversion Price, as applicable.

ii. Delivery of Certificate Upon Conversion. Not later than three (3) Trading Days after each Conversion Date (the "Share Delivery Date"), the Company shall deliver, or cause to be delivered, to the Holder (A) a certificate or certificates representing the Conversion Shares, which, on or after the date on which the resale of such Conversion Shares are covered by and are being sold pursuant to an effective Registration Statement or such Conversion Shares are eligible to be sold under Rule 144 without the need for current public information and the Company has received an opinion of counsel to such effect acceptable to the Company (which opinion the Company will be responsible for obtaining at its own cost) shall be free of restrictive legends and trading restrictions (other than those which may then be required by the Purchase Agreement) representing the number of Conversion Shares being acquired or being sold, as the case may be, upon the conversion of this Note, and (B) payment in the amount of accrued and unpaid interest (if the Company has elected to pay accrued interest in cash). All certificate or certificates required to be delivered by the Company under this Section 4(d) shall be delivered electronically through DTC or another established clearing corporation performing similar functions, unless the Company or its Transfer Agent does not have an account with DTC and/or is not participating in the DTC/FAST System, in which case the Company shall issue and deliver to the address as specified in such Notice of Conversion a certificate (or certificates), registered in the name of the Holder or its designee, for the number of Conversion Shares to which the Holder shall be entitled. If the Conversion Shares are not being sold pursuant to an effective Registration Statement or if the Conversion Date is prior to the date on which such Conversion Shares are eligible to be sold under Rule 144 without the need for current public information, the Conversion Shares shall bear a restrictive legend in the following form, as appropriate:

"THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE

SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT."

iii. Failure to Deliver Certificates. If, in the case of any Notice of Conversion, such certificate or certificates are not delivered to or as directed by the applicable Holder by the Share Delivery Date, the Holder shall be entitled to elect by written notice to the Company at any time on or before its receipt of such certificate or certificates, to rescind such Notice of Conversion, in which event the Company shall promptly return to the Holder any original Note delivered to the Company and the Holder shall promptly return to the Company the certificate or certificates issued to such Holder pursuant to the rescinded Notice of Conversion.

iv. Obligation Absolute. The Company's obligations to issue and deliver the Conversion Shares upon conversion of this Note in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder or any other Person of any obligation to the Company or any violation or alleged violation of law by the Holder or any other Person, and irrespective of any other circumstance that might otherwise limit such obligation of the Company to the Holder in connection with the issuance of such Conversion Shares; provided, however, that such delivery shall not operate as a waiver by the Company of any such action the Company may have against the Holder.

v. Compensation for Buy-In on Failure to Timely Deliver Certificates Upon Conversion. In addition to any other rights available to the Holder, if the Company fails for any reason to deliver to the Holder such certificate or certificates by the Share Delivery Date pursuant to Section 4(d)(ii), and if after such Share Delivery Date the Holder is required by its brokerage firm to purchase (in an open market transaction or otherwise), or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Conversion Shares which the Holder was entitled to receive upon the conversion relating to such Share Delivery Date (a "Buy-In"), then the Company shall (A) pay in cash to the Holder (in addition to any other remedies available to or elected by the Holder) the amount, if any, by which (x) the Holder's total purchase price (including any brokerage commissions) for the Common Stock so purchased exceeds (y) the product of (1) the aggregate number of shares of Common Stock that the Holder was entitled to receive from the conversion at issue multiplied by (2) the actual sale price at which the sell order giving rise to such purchase obligation was executed (including any brokerage commissions) and (B) at the option of the Holder, either reissue (if surrendered)

this Note in a principal amount equal to the principal amount of the attempted conversion (in which case such conversion shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued if the Company had timely complied with its delivery requirements under Section 4(d)(ii). For example, if the Holder purchases Common Stock having a total purchase price of \$11,000 to cover a Buy-In with respect to an attempted conversion of this Note with respect to which the actual sale price of the Conversion Shares (including any brokerage commissions) giving rise to such purchase obligation was a total of \$10,000 under clause (A) of the immediately preceding sentence, the Company shall be required to pay the Holder \$1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing shares of Common Stock upon conversion of this Note as required pursuant to the terms hereof.

vi. Reservation of Shares Issuable Upon Conversion. The Company covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock a number of shares of Common Stock at least equal to the Required Minimum (as defined in the Purchase Agreement) for the sole purpose of issuance upon conversion of this Note and payment of interest on this Note, each as herein provided, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holder. The Company covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid and nonassessable.

vii. Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of this Note. As to any fraction of a share that the Holder would otherwise be entitled to purchase upon such conversion, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share.

viii. Transfer Taxes and Expenses. The issuance of certificates for shares of the Common Stock on conversion of this Note shall be made without charge to the Holder hereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates, provided that, the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Holder of this Note so converted and the Company shall not be required to issue or deliver such certificates unless or until the Person or Persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Conversion.

e) Holder's Conversion Limitations. The Company shall not effect any conversion of this Note, and a Holder shall not have the right to convert any portion of this Note, to the extent that, after giving effect to the conversion set forth on the applicable Notice of Conversion, the Holder (together with the Holder's Affiliates, and any Persons acting as a group together with the Holder or any of the Holder's Affiliates) would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates shall include the number of shares of Common Stock issuable upon conversion of this Note with respect to which such determination is being made, but shall exclude the number of shares of Common Stock that are issuable upon (i) conversion of the remaining, unconverted principal amount of this Note beneficially owned by the Holder or any of its Affiliates and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates. Except as set forth in the preceding sentence, for purposes of this Section 4(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. To the extent that the limitation contained in this Section 4(e) applies, the determination of whether this Note is convertible (in relation to other securities owned by the Holder together with any Affiliates) and of which principal amount of this Note is convertible shall be in the sole discretion of the Holder, and the submission of a Notice of Conversion shall be deemed to be the Holder's determination of whether this Note may be converted (in relation to other securities owned by the Holder together with any Affiliates) and which principal amount of this Note is convertible, in each case subject to the Beneficial Ownership Limitation. To ensure compliance with this restriction, the Holder will be deemed to represent to the Company each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this paragraph and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 4(e), in determining the number of outstanding shares of Common Stock, the Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (ii) a more recent public announcement by the Company, or (iii) a more recent written notice by the Company or the Company's transfer agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two (2) Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Note, by the Holder or its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of this Note held by the Holder. The Holder, upon not less than 61 days' prior written notice to the Company,

may increase or decrease the Beneficial Ownership Limitation provisions of this Section 4(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon conversion of this Note held by the Holder and the Beneficial Ownership Limitation provisions of this Section 4(e) shall continue to apply. Any such increase or decrease will not be effective until the 61st day after such notice is delivered to the Company. The Beneficial Ownership Limitation provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 4(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Note.

f) Principal Market Regulation. The Borrowers shall not issue any shares of Common Stock pursuant to the terms of this Note if the issuance of such shares of Common Stock would exceed the aggregate number of shares of Common Stock which the Company may issue without breaching the Company's obligations under the rules or regulations of the Principal Market (the number of shares which may be issued without violating such rules and regulations, the "Exchange Cap"), except that such limitation shall not apply after the Company obtains the Stockholder Approval.

Section 5. Certain Adjustments.

a) Stock Dividends and Stock Splits. If the Company, at any time while this Note is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any Common Stock Equivalents (which, for the avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon conversion of, or payment of interest on, the Note), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Company, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Company) outstanding immediately before such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

b) [Intentionally Omitted].

c) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 5(a) above, if at any time the Company grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the "Purchase Rights"), then

the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights that the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation and the Conversion Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation or the Conversion Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation or the Conversion Limitation, as applicable).

d) Pro Rata Distributions. During such time as this Note is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Note, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation and the Conversion Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation or the Conversion Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation or the Conversion Limitation, as applicable).

e) Fundamental Transaction. If, at any time while this Note is outstanding (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities,

cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person, whereby such other Person acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each, a "Fundamental Transaction"), then, upon any subsequent conversion of this Note, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitation in Section 4(e) or 4(f) on the conversion of this Note), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Note is convertible immediately prior to such Fundamental Transaction (without regard to any limitation in Section 4(e) or 4(f) on the conversion of this Note). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one (1) share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Note following such Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Note and the other Documents (as defined in the Purchase Agreement) in accordance with the provisions of this Section 5(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the holder of this Note, deliver to the Holder in exchange for this Note a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Note that is convertible for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon conversion of this Note (without regard to any limitations on the conversion of this Note) prior to such Fundamental Transaction, and with a conversion price which applies the conversion price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such conversion price being for the purpose of

protecting the economic value of this Note immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Note and the other Documents referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Note and the other Documents with the same effect as if such Successor Entity had been named as the Company herein.

f) Calculations. All calculations under this Section 5 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 5, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Company) issued and outstanding.

g) Notice to the Holder.

i. Adjustment to Conversion Price. Whenever the Conversion Price is adjusted pursuant to any provision of this Section 5, the Company shall promptly deliver to each Holder a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Conversion by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding-up of the affairs of the Company, then, in each case, the Company shall cause to be filed at each office or agency maintained for the purpose of conversion of this Note, and shall cause to be delivered to the Holder at its last address as it shall appear upon the Note Register, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice, stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to

exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to convert this Note during the 20-day period commencing on the date of such notice through the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 6. Events of Default.

a) “Event of Default” means, wherever used herein, any of the following events (whatever the reason for such event and whether such event shall be voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule or regulation of any administrative or governmental body):

i. any default in the payment of (A) the principal amount of the Note or (B) interest, liquidated damages, Late Fees and other amounts owing to the Holder on the Note, as and when the same shall become due and payable (whether on a Conversion Date or the Maturity Date or by acceleration or otherwise) which default, solely in the case of an interest payment or other default under clause (B) above, is not cured within three (3) Trading Days;

ii. the Company shall fail to observe or perform any other material covenant or agreement contained in the Note (and other than a breach by the Company of its obligations to deliver shares of Common Stock to the Holder upon conversion, which breach is addressed in clause (vii) below), which failure is not cured, if possible to cure, within the earlier to occur of (A) five (5) Trading Days after notice of such failure sent by the Holder to the Company and (B) ten (10) Trading Days after the Company has become or should have become aware of such failure;

iii. a default or event of default (subject to any grace or cure period provided in the applicable agreement, document or instrument) shall occur under any of the Documents;

iv. any representation or warranty made in this Note, any other Documents, any written statement pursuant hereto or thereto or any other report, financial statement or certificate made or delivered to the Holder shall be untrue or incorrect in any material respect as of the date when made or deemed made;

v. the Company or any Significant Subsidiary (as such term is defined in Rule 1-02(w) of Regulation S-X) shall be subject to a Bankruptcy Event;

vi. the Common Stock shall not be eligible for listing or quotation for trading on a Trading Market and shall not be eligible to resume listing or quotation for trading thereon within five (5) Trading Days or the transfer of shares of Common Stock through the DTC is no longer available, "frozen" or "chilled";

vii. the Company shall fail for any reason to deliver Conversion Shares to a Holder prior to the fifth (5th) Trading Day after a Share Delivery Date pursuant to Section 4(d) or the Company shall provide at any time notice to the Holder, including by way of public announcement, of the Company's intention to not honor requests for conversions of the Note in accordance with the terms hereof;

viii. the Company fails to file with the Commission any required reports under Section 13 or 15(d) of the Exchange Act such that it is not in compliance with Rule 144(c)(1) (or Rule 144(i)(2), if applicable); and

ix. the Company shall fail to maintain sufficient reserved shares pursuant to Section 4.4 of the Purchase Agreement.

b) Remedies Upon Event of Default. If any Event of Default occurs, then at the Holder's election, this Note shall become immediately due and payable in an amount equal to 150% of the outstanding principal amount of this Note, plus accrued but unpaid interest, liquidated damages and other amounts owing in respect thereof through the date of acceleration. After the occurrence of any Event of Default that results in the eventual acceleration of this Note, the interest rate on this Note shall accrue at an interest rate equal to the lesser of 2% per month (24% per annum) or the maximum rate permitted under applicable law (with a credit for any "unused" guaranteed interest). Upon the payment in full of the outstanding principal amount of this Note, plus accrued but unpaid interest, liquidated damages and other amount owing in respects thereof, the Holder shall promptly surrender this Note to or as directed by the Company. In connection with such acceleration described herein, the Holder need not provide, and the Company hereby waives, any presentment, demand, protest or other notice of any kind, and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by the Holder at any time prior to payment hereunder and the Holder shall have all rights as a holder of the Note until such time, if any, as the Holder receives full payment pursuant to this Section 6(b). No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

Section 7. Prepayment.

a) Optional Prepayment. At any time and from time to time, the Company may by delivering written notice of its election to the Holder prepay all or any portion of

this Note by paying the applicable Prepayment Amount (as defined below) pursuant to this Section 7(a). The written notice shall, among other items, state the date the Prepayment Amount is to be paid to the Holder, which shall not in any event be earlier than five (5) calendar days from the date of mailing of the prepayment notice to the Holder (the "Prepayment Date"). If the Company exercises its right to prepay all or any portion of the Note in accordance with this Section 7(a), the Company shall, (i) if it elects to prepay the Note in cash, make payment to the Holder of an amount in cash equal to the product of (x) the sum of (A) the then-outstanding principal amount of this Note and (B) all accrued but unpaid interest thereon, multiplied by (y) (A) 115% in the event the Prepayment Date occurs on or before the two (2) month anniversary of the Original Issue Date or (B) 120% in the event the Prepayment Date occurs after the two (2) month anniversary of the Original Issue Date but prior to the Maturity Date, to which calculated amount the Company shall add all other amounts owed pursuant to this Note, including, but not limited to, all Late Fees and liquidated damages, or, (ii) if it elects to prepay the Note in shares of Common Stock, subject to the Equity Conditions being satisfied on the date of such payment, deliver to the Holder a number of shares of Common Stock equal to the quotient of (x) the sum of (A) the then-outstanding principal amount of this Note, (B) all accrued but unpaid interest thereon and (C) all other amounts owed pursuant to this Note, including, but not limited to, all Late Fees and liquidated damages, divided by (y) the Alternate Conversion Price (the foregoing clauses (i) and (ii), each, the "Prepayment Amount"). The Holder may continue to convert the Note from the date notice of the prepayment is given until the date the Holder receives in full the Prepayment Amount.

b) Mandatory Prepayment. Notwithstanding anything herein to the contrary, within one (1) Trading Day after the closing of a debt or equity financing resulting in gross proceeds in excess of \$500,000, the Company shall use 10% of the gross proceeds of such financing to make a prepayment under this Note in accordance with Section 7(a) hereto.

Section 8. Miscellaneous.

a) Notices. Any and all notices or other communications or deliveries to be provided by the Holder hereunder, including, without limitation, any Notice of Conversion, shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service, addressed to the Company, at the address set forth above or such other address as the Company may specify for such purposes by notice to the Holder delivered in accordance with this Section 8(a). Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service addressed to the Holder at the facsimile number or address of the Holder appearing on the books of the Company, or if no such facsimile number or address appears on the books of the Company, at the principal place of business of such Holder, as set forth in the Purchase Agreement. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto prior to 5:00 p.m. (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such

notice or communication is delivered via facsimile at the facsimile number set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:00 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (iv) upon actual receipt by the party to whom such notice is required to be given.

b) Absolute Obligation. Except as expressly provided herein, no provision of this Note shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, liquidated damages and accrued interest, as applicable, on this Note at the time, place, and rate, and in the coin or currency, herein prescribed. This Note is a direct debt obligation of the Company.

c) Lost or Mutilated Note. If this Note shall be mutilated, lost, stolen or destroyed, the Company shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note for the principal amount of this Note so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such Note, and of the ownership hereof, reasonably satisfactory to the Company.

d) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any of the Documents (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "New York Courts"). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Note or the transactions contemplated hereby.

e) Amendment; Waiver. Any provision of this Note may be amended by a written instrument executed by the Company and the Holder, which amendment shall be binding on all successors and assigns. Any provision of this Note may be waived by the Holder, which waiver shall be binding on all successors and assigns. Any waiver by the Company or the Holder must be in writing. Any waiver by the Company or the Holder of a breach of any provision of this Note shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Note. The failure of the Company or the Holder to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive

that party of the right thereafter to insist upon strict adherence to that term or any other term of this Note on any other occasion.

f) Severability. If any provision of this Note is invalid, illegal or unenforceable, the balance of this Note shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances.

g) Usury. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law. The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law which would prohibit or forgive the Company from paying all or any portion of the principal of or interest on this Note as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this Note, and the Company (to the extent it may lawfully do so) hereby expressly waives all benefits or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Holder, but will suffer and permit the execution of every such power as though no such law has been enacted.

h) Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note and any of the other Documents (including, without limitation, the security agreements referenced in the Purchase Agreement), at law or in equity (including a decree of specific performance and/or other injunctive relief), and nothing herein shall limit the Holder's right to pursue actual and consequential damages for any failure by the Company to comply with the terms of this Note. The Company covenants to the Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof). The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder and that the remedy at law for any such breach may be inadequate. The Company therefore agrees that, in the event of any such breach or threatened breach, the Holder shall be entitled, in addition to all other available remedies, to an injunction restraining any such breach or any such threatened breach, without the necessity of showing economic loss and without any bond or other security being required. The Company shall provide all information and documentation to the Holder that is requested by the Holder to enable the Holder to confirm the Company's compliance with the terms and conditions of this Note.

i) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

j) Headings. The headings contained herein are for convenience only, do not constitute a part of this Note and shall not be deemed to limit or affect any of the provisions hereof.

k) Secured Obligation. The obligations of the Company under this Note are secured by all assets of the Company and each Subsidiary pursuant to the Security Agreement, dated as of September 26, 2016, between the Company and the Secured Parties (as defined therein).

l) Disclosure. Upon receipt or delivery by the Company of any notice in accordance with the terms of this Note, unless the Company has in good faith determined that the matters relating to such notice do not constitute material, nonpublic information relating to the Company or its Subsidiaries, the Company shall within four (4) Business Days after such receipt or delivery publicly disclose such material, nonpublic information on a Current Report on Form 8-K or otherwise. In the event that the Company believes that a notice contains material, non-public information relating to the Company or its Subsidiaries, the Company shall so indicate to the Holder contemporaneously with delivery of such notice, and in the absence of any such indication, the Holder shall be allowed to presume that all matters relating to such notice do not constitute material, nonpublic information relating to the Company or its Subsidiaries.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed by a duly authorized officer as of the date first above indicated.

COPSYNC, INC.

By: Philip Anderson
Name: Philip Anderson
Title: CEO
Facsimile No. for delivery of Notices: _____

ANNEX A

NOTICE OF CONVERSION

The undersigned hereby elects to convert the 10% Original Issue Discount Senior Secured Convertible Promissory Note due December 20, 2017 of COPsync, Inc., a Delaware corporation (the "Company"), into shares of common stock of the Company (the "Common Stock"), according to the conditions hereof, as of the date written below. If shares of Common Stock are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

By the delivery of this Notice of Conversion, the undersigned represents and warrants to the Company that its ownership of the Common Stock does not exceed the amounts specified under Section 4 of this Note, as determined in accordance with Section 13(d) of the Exchange Act.

The undersigned agrees to comply with the prospectus delivery requirements under the applicable securities laws in connection with any transfer of the aforesaid shares of Common Stock, if the resale of any such shares of Common Stock are covered by and are being sold pursuant to an effective Registration Statement.

Conversion calculations:

Date to Effect Conversion: _____

Principal Amount of Note to be Converted: _____

Number of Shares of Common Stock to be Issued: _____

Signature: _____

Name: _____

Delivery Instructions:

Schedule 1

CONVERSION SCHEDULE

This 10% Original Issue Discount Senior Secured Convertible Promissory Note due on December 20, 2017 in the principal amount of \$275,000 is issued by COPsync, Inc., a Delaware corporation. This Conversion Schedule reflects conversions made under Section 4 of the above referenced Note.

Dated:

Date of Conversion (or for first entry, Original Issue Date)	Amount of Conversion	Aggregate Principal Amount Remaining Subsequent to Conversion (or original Principal Amount)	Company Attest

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of September 26, 2016 (this "Agreement"), is among COPsync, Inc., a Delaware corporation (the "Company"), any subsidiary and affiliate of the Company that is a signatory hereto either now or joined in the future (the "Subsidiaries"), and, together with the Company, the "Debtors"), the holders of the Company's 12% Original Issue Discount Senior Secured Convertible Promissory Notes (the "Notes") signatory hereto (the "Purchasers"), and Dominion Capital LLC, a Connecticut limited liability company, as Agent (as such term is hereafter defined) for the Purchasers (collectively with the Purchasers, the "Secured Parties").

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement (as defined in the Notes), the Purchasers have severally agreed to extend the loans to the Company evidenced by the Notes;

WHEREAS, in order to induce the Purchasers to extend the loans evidenced by the Notes, each Debtor has agreed to execute and deliver to the Secured Parties this Agreement and to grant the Secured Parties, pari passu with each other Secured Party and through the Agent (as defined in Section 18 hereof), a security interest in certain property of such Debtor to secure the prompt payment, performance and discharge in full of all of the Company's obligations under the Notes.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Certain Definitions.** As used in this Agreement, the following terms shall have the meanings set forth in this Section 1. Terms used but not otherwise defined in this Agreement that are defined in Article 9 of the UCC (such as "account", "chattel paper", "commercial tort claim", "deposit account", "document", "equipment", "fixtures", "general intangibles", "goods", "instruments", "inventory", "investment property", "letter-of-credit rights", "proceeds" and "supporting obligations") shall have the respective meanings given such terms in Article 9 of the UCC.

(a) "Collateral" means the collateral in which the Secured Parties are granted a security interest by this Agreement and which shall include the following personal property of the Debtors, whether presently owned or existing or hereafter acquired or coming into existence, wherever situated, and all additions and accessions thereto and all substitutions and replacements thereof, and all proceeds, products and accounts thereof, including, without limitation, all proceeds from the sale or transfer of the Collateral and of insurance covering the same and of any tort claims in connection therewith, and all dividends, interest, cash, notes, securities, equity interest or other property at any time and from time to time acquired, receivable or otherwise distributed in respect of, or in exchange for, any or all of the Pledged Securities:

— (i) All goods, including, without limitation, (A) all machinery, equipment, computers, motor vehicles, trucks, tanks, boats, ships, appliances, furniture, special and general tools, fixtures, test and quality control devices and other equipment of every kind and nature and wherever situated, together with all documents of title and documents representing the same, all additions and accessions thereto, replacements therefor, all parts therefor, and all substitutes for any of the foregoing and all other items used and useful in connection with any Debtor's businesses and all improvements thereto; and (B) all inventory;

(ii) All contract rights and other general intangibles, including, without limitation, all partnership interests, membership interests, stock or other securities, rights under any of the Organizational Documents, agreements related to the Pledged Securities, licenses, distribution and other agreements, computer software (whether "off-the-shelf", licensed from any third party or developed by any Debtor), computer software development rights, leases, franchises, customer lists, quality control procedures, grants and rights, goodwill, Intellectual Property and income tax refunds;

(iii) All accounts, together with all instruments, all documents of title representing any of the foregoing, all rights in any merchandising, goods, equipment, motor vehicles and trucks which any of the same may represent, and all right, title, security and guaranties with respect to each account, including any right of stoppage in transit;

(iv) All documents, letter-of-credit rights, instruments and chattel paper;

(v) All commercial tort claims;

(vi) All deposit accounts and all cash (whether or not deposited in such deposit accounts);

(vii) All investment property;

(viii) All supporting obligations;

(ix) All files, records, books of account, business papers, and computer programs;
and

(x) the products and proceeds of all of the foregoing Collateral set forth in clauses (i)-(ix) above.

Without limiting the generality of the foregoing, the "Collateral" shall include all investment property and any other shares of capital stock and/or other equity interests of any other direct or indirect subsidiary of any Debtor obtained in the future, and, in each case, all certificates representing such shares and/or equity interests and, in each case, all rights, options, warrants, stock, other securities and/or equity interests that may hereafter be received, receivable or distributed in respect of, or exchanged for, any of the foregoing and all rights arising under or in connection with the Pledged Securities, including, but not limited to, all dividends, interest and cash.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute an assignment of any asset which, in the event of an assignment, becomes void by operation of applicable law or the assignment of which is otherwise prohibited by applicable law (in each case to the extent that such applicable law is not overridden by Sections 9-406, 9-407 and/or 9-408 of the UCC or other similar applicable law); provided, however, that, to the extent permitted by applicable law, this Agreement shall create a valid security interest in such asset and, to the extent permitted by applicable law, this Agreement shall create a valid security interest in the proceeds of such asset.

(b) “Intellectual Property” means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, (ii) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, and all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, (iii) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common law rights related thereto, (iv) all trade secrets arising under the laws of the United States, any other country or any political subdivision thereof, (v) all rights to obtain any reissues, renewals or extensions of the foregoing, (vi) all licenses for any of the foregoing, and (vii) all causes of action for infringement of the foregoing.

(c) “Majority-in-Interest” means, at any time of determination, the majority-in-interest (based on then-outstanding principal amounts of Notes at the time of such determination) of the Secured Parties.

(d) “Necessary Endorsement” means undated stock powers endorsed in blank or other proper instruments of assignment duly executed and such other instruments or documents as the Agent may reasonably request.

(e) “Obligations” means all of the liabilities and obligations (primary, secondary, direct, contingent, sole, joint or several) due or to become due, or that are now or may be hereafter contracted or acquired, or owing to, of any Debtor to the Secured Parties, including, without limitation, all obligations under this Agreement, the Notes and any other instruments, agreements or other documents executed and/or delivered in connection herewith or therewith, in each case, whether now or hereafter existing, voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and

whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from any of the Secured Parties as a preference, fraudulent transfer or otherwise as such obligations may be amended, supplemented, converted, extended or modified from time to time. Without limiting the generality of the foregoing, the term "Obligations" shall include, without limitation: (i) principal of, and interest on the Notes and the loans extended pursuant thereto; (ii) any and all other fees, indemnities, costs, obligations and liabilities of the Debtors from time to time under or in connection with this Agreement, the Notes and any other instruments, agreements or other documents executed and/or delivered in connection herewith or therewith; and (iii) all amounts (including but not limited to post-petition interest) in respect of the foregoing that would be payable but for the fact that the obligations to pay such amounts are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Debtor.

(f) "Organizational Documents" means, with respect to any Debtor, the documents by which such Debtor was organized (such as articles of incorporation, certificate of incorporation, certificate of limited partnership or articles of organization, and including, without limitation, any certificates of designation for preferred stock or other forms of preferred equity) and which relate to the internal governance of such Debtor (such as bylaws, a partnership agreement or an operating, limited liability or members agreement).

(g) "Permitted Liens" shall have the meaning ascribed to such term in the Purchase Agreement.

(h) "Pledged Interests" shall have the meaning ascribed to such term in Section 4(j).

(i) "Pledged Securities" shall have the meaning ascribed to such term in Section 4(i).

(j) "UCC" means the Uniform Commercial Code of the State of New York and any other applicable law of any state or states that has jurisdiction with respect to all, or any portion of, the Collateral or this Agreement, from time to time. It is the intent of the parties that defined terms in the UCC should be construed in their broadest sense so that the term "Collateral" will be construed in its broadest sense. Accordingly if there are, from time to time, changes to defined terms in the UCC that broaden the definitions, they are incorporated herein and if existing definitions in the UCC are broader than the amended definitions, the existing ones shall be controlling.

2. Grant of Security Interest in Collateral. As an inducement for the Secured Parties to extend the loans as evidenced by the Notes and to secure the complete and timely payment, performance and discharge in full, as the case may be, of all of the Obligations, each Debtor hereby unconditionally and irrevocably pledges, grants and hypothecates to the Agent, for itself and for the benefit of all of the Secured Parties, a perfected, first priority security interest in and to, a lien upon and a right of set-off against all of their respective right, title and interest of

whatsoever kind and nature in and to, the Collateral (a "Security Interest" and, collectively, the "Security Interests").

3. Delivery of Certain Collateral. Contemporaneously or prior to the execution of this Agreement, each Debtor shall deliver or cause to be delivered to the Agent (a) any and all certificates and other instruments representing or evidencing the Pledged Securities, and (b) any and all certificates and other instruments or documents representing any of the other Collateral, in each case, together with all Necessary Endorsements. The Debtors are, contemporaneously with the execution hereof, delivering to Agent, or have previously delivered to Agent, a true and correct copy of each Organizational Document governing any of the Pledged Securities.

4. Representations, Warranties, Covenants and Agreements of the Debtors. Except as set forth under the corresponding Section of the disclosure schedules delivered to the Secured Parties concurrently herewith (the "Disclosure Schedules"), which Disclosure Schedules shall be deemed a part hereof, each Debtor represents and warrants to, and covenants and agrees with, the Secured Parties as follows:

(a) Each Debtor has the requisite corporate, partnership, limited liability company or other power and authority to enter into this Agreement and otherwise to carry out its obligations hereunder. The execution, delivery and performance by each Debtor of this Agreement and the filings contemplated therein have been duly authorized by all necessary action on the part of such Debtor and no further action is required by such Debtor. This Agreement has been duly executed by each Debtor. This Agreement constitutes the legal, valid and binding obligation of each Debtor, enforceable against each Debtor in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and similar laws of general application relating to or affecting the rights and remedies of creditors and by general principles of equity.

(b) The Debtors have no place of business or offices where their respective books of account and records are kept (other than temporarily at the offices of its attorneys or accountants) or places where Collateral is stored or located, except as set forth on Schedule A attached hereto. Except as specifically set forth on Schedule A, each Debtor is the record owner of the real property where such Collateral is located, and there exist no mortgages or other liens on any such real property except for Permitted Liens or as set forth on Schedule A. Except as disclosed on Schedule A, none of such Collateral is in the possession of any consignee, bailee, warehouseman, agent or processor.

(c) Except for Permitted Liens and as set forth on Schedule B attached hereto, the Debtors are the sole owners of the Collateral (except for non-exclusive licenses granted by any Debtor in the ordinary course of business), free and clear of any liens, security interests, encumbrances, rights or claims, and are fully authorized to grant the Security Interests. Except as set forth on Schedule C attached hereto, there is not on file in any governmental or regulatory authority, agency or recording office an effective financing statement, security agreement, license or transfer or any notice of any of the foregoing (other than those that will be filed in favor of the Secured Parties pursuant to this Agreement) covering or affecting any of the Collateral. Except as set forth on Schedule C attached hereto and except pursuant to this

Agreement, as long as this Agreement shall be in effect, the Debtors shall not execute and shall not knowingly permit to be on file in any such office or agency any other financing statement or other document or instrument (except to the extent filed or recorded in favor of the Secured Parties pursuant to the terms of this Agreement).

(d) Except as set forth on Schedule D, no written claim has been received that any Collateral or any Debtor's use of any Collateral violates the rights of any third party. There has been no materially adverse decision to any Debtor's claim of ownership rights in or rights to use the Collateral in any jurisdiction or to any Debtor's right to keep and maintain such Collateral in full force and effect, and there is no proceeding involving said rights pending or, to the best knowledge of any Debtor, threatened before any court, judicial body, administrative or regulatory agency, arbitrator or other governmental authority.

(e) Each Debtor shall at all times maintain its books of account and records relating to the Collateral at its principal place of business and its Collateral at the locations set forth on Schedule A attached hereto and may not relocate such books of account and records or tangible Collateral unless it delivers to the Agent at least thirty (30) days prior to such relocation (i) written notice of such relocation and the new location thereof (which must be within the United States) and (ii) evidence that appropriate financing statements under the UCC and other necessary documents have been filed and recorded and other steps have been taken to perfect the Security Interests to create in favor of the Secured Parties a valid, perfected and continuing perfected first priority lien in the Collateral.

(f) This Agreement creates in favor of the Secured Parties a valid first priority security interest in the Collateral, subject only to Permitted Liens, securing the payment and performance of the Obligations. Upon making the filings described in the immediately following paragraph, all security interests created hereunder in any Collateral which may be perfected by filing Uniform Commercial Code financing statements shall have been duly perfected. Except for (i) the filing of the Uniform Commercial Code financing statements referred to in the immediately following paragraph, (ii) the recordation of the Intellectual Property Security Agreement (as defined in Section 4(p) hereof) with respect to copyrights and copyright applications in the United States Copyright Office, (iii) the recordation of the Intellectual Property Security Agreement (as defined in Section 4(p) hereof) with respect to patents and trademarks of the Debtors in the United States Patent and Trademark Office, (iv) the execution and delivery of deposit account control agreements satisfying the requirements of Section 9-104(a)(2) of the UCC with respect to each deposit account of the Debtors, (v) if there is any investment property or deposit account included as Collateral that can be perfected by "control" through an account control agreement, the execution and delivery of securities account control agreements satisfying the requirements of 9-106 of the UCC with respect to each such investment property of the Debtors, and (vi) the delivery of the certificates and other instruments provided in Section 3, Section 4(aa) and Section 4(cc), no action is necessary to create, perfect or protect the security interests created hereunder. Without limiting the generality of the foregoing, except for the foregoing, no consent of any third parties and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for (x) the execution, delivery and performance of this Agreement, (y) the creation or

perfection of the Security Interests created hereunder in the Collateral or (z) the enforcement of the rights of the Agent and the Secured Parties hereunder.

(g) Each Debtor hereby authorizes the Agent, on behalf and for the benefit of the Secured Parties, to file one or more financing statements under the UCC, with respect to the Security Interests, with the proper filing and recording agencies in any jurisdiction deemed proper by it.

(h) The execution, delivery and performance of this Agreement by the Debtors does not (i) violate any of the provisions of any Organizational Documents of any Debtor or any judgment, decree, order or award of any court, governmental body or arbitrator or any applicable law, rule or regulation applicable to any Debtor or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any material agreement, credit facility, debt or other instrument (evidencing any Debtor's debt or otherwise) or other understanding to which any Debtor is a party or by which any property or asset of any Debtor is bound or affected. If any, all required consents (including, without limitation, from stockholders or creditors of any Debtor) necessary for any Debtor to enter into and perform its obligations hereunder have been obtained.

(i) The capital stock and other equity interests listed on Schedule I hereto (the "Pledged Securities") represent all capital stock and other equity interests owned, directly or indirectly, by the Company. All of the Pledged Securities are validly issued, fully paid and nonassessable, and the Company is the legal and beneficial owner of the Pledged Securities, free and clear of any lien, security interest or other encumbrance except for the security interests created by this Agreement and other Permitted Liens.

(j) The ownership and other equity interests in partnerships and limited liability companies (if any) included in the Collateral (the "Pledged Interests") by their express terms do not provide that they are securities governed by Article 8 of the UCC and are not held in a securities account or by any financial intermediary.

(k) Except for Permitted Liens, each Debtor shall at all times maintain the liens and Security Interests provided for hereunder as valid and perfected, first priority liens and security interests in the Collateral in favor of the Secured Parties until this Agreement and the Security Interest hereunder shall be terminated pursuant to Section 14 hereof. Each Debtor hereby agrees to defend the same against the claims of any and all persons and entities. Each Debtor shall safeguard and protect all Collateral for the account of the Secured Parties. At the request of the Agent, each Debtor will sign and deliver to the Agent on behalf of the Secured Parties at any time or from time to time one or more financing statements pursuant to the UCC in form reasonably satisfactory to the Agent and will pay the cost of filing the same in all public offices wherever filing is, or is reasonably deemed by the Agent to be, necessary or desirable to effect the rights and obligations provided for herein. Without limiting the generality of the foregoing, each Debtor shall pay all fees, taxes and other amounts necessary to maintain the Collateral and the Security Interests hereunder, and each Debtor shall obtain and furnish to the Agent from time

to time, upon demand, such releases and/or subordinations of claims and liens which may be reasonably required to maintain the priority of the Security Interests hereunder.

(l) No Debtor will transfer, pledge, hypothecate, encumber, license, sell or otherwise dispose of any of the Collateral (except for non-exclusive licenses granted by a Debtor in its ordinary course of business, sales of inventory by a Debtor in its ordinary course of business and the replacement of worn-out or obsolete equipment by a Debtor in its ordinary course of business), except for (i) Permitted Liens and (ii) transfers or sales otherwise permitted by the terms of the Notes or the Purchase Agreement.

(m) Each Debtor shall keep and preserve its equipment, inventory and other tangible Collateral in good condition, repair and order and shall not operate or locate any such Collateral (or cause to be operated or located) in any area excluded from insurance coverage.

(n) Each Debtor shall maintain such insurance as may be required by law and such other insurance to the extent and against such hazards and liabilities as is customarily maintained by companies similarly situated. All property insurance policies shall, within thirty (30) days following the Closing Date (as defined in the Purchase Agreement), contain loss-payable clauses in form and substance reasonably satisfactory to the Agent, naming Agent, for the benefit of the Secured Parties, loss-payee, mortgagee and/or additional insured, as its interest may appear, and providing that such policies and loss-payable clauses may not be canceled, amended or terminated unless at least thirty (30) days (or ten (10) days in the case of non-payment of premiums) prior written notice thereof has been given to the Agent.

(o) Each Debtor shall, within ten (10) days of obtaining knowledge thereof, advise the Agent, in sufficient detail, of any material adverse change in the Collateral, and of the occurrence of any event that would have a material adverse effect on the value of the Collateral or on the Secured Parties' security interest, through the Agent, therein.

(p) Each Debtor shall promptly execute and deliver to the Agent such further deeds, mortgages, assignments, security agreements, financing statements or other instruments, documents, certificates and assurances and take such further action as the Agent may from time to time reasonably request and deem necessary to perfect, protect or enforce the Secured Parties' security interest in the Collateral, including, without limitation, if applicable, the execution and delivery of a separate security agreement with respect to each Debtor's Intellectual Property ("Intellectual Property Security Agreement") in which the Secured Parties have been granted a security interest hereunder, substantially in a form reasonably acceptable to the Agent, which Intellectual Property Security Agreement, other than as stated therein, shall be subject to all of the terms and conditions hereof.

(q) Upon reasonable prior notice (so long as no Event of Default (as defined below) has occurred or continuing, which in either such event, no prior notice is required), each Debtor shall permit the Agent and its representatives and agents to inspect the Collateral during normal business hours and to make copies of records pertaining to the Collateral as may be reasonably requested by the Agent from time to time.

(r) Each Debtor shall take all steps reasonably necessary to diligently pursue and seek to preserve, enforce and collect any rights, claims, causes of action and accounts receivable in respect of the Collateral.

(s) Each Debtor shall promptly notify the Agent in sufficient detail upon becoming aware of any attachment, garnishment, execution or other legal process levied against any Collateral and of any other information received by such Debtor that may materially affect the value of the Collateral, the Security Interest or the rights and remedies of the Secured Parties hereunder.

(t) All information heretofore, herein or hereafter supplied to the Secured Parties by or on behalf of any Debtor with respect to the Collateral is accurate and complete in all material respects as of the date furnished.

(u) The Debtors shall at all times preserve and keep in full force and effect their respective valid existence and good standing and any rights and franchises material to its business.

(v) No Debtor will change its name, type of organization, jurisdiction of organization, organizational identification number (if it has one), legal or corporate structure, or identity, or add any new fictitious name unless it provides at least thirty (30) days' prior written notice to the Agent of such change and, at the time of such written notification, such Debtor provides any financing statements or fixture filings necessary to perfect and continue the perfection of the Security Interests granted and evidenced by this Agreement.

(w) Except in the ordinary course of business, no Debtor may consign any of its inventory or sell any of its inventory on bill-and-hold, sale-or-return, sale-on-approval, or other conditional terms of sale without the consent of the Agent, which shall not be unreasonably withheld, delayed, denied, or conditioned.

(x) No Debtor may relocate its chief executive office to a new location without providing thirty (30) days' prior written notification thereof to the Agent and so long as, at the time of such written notification, such Debtor provides any financing statements or fixture filings necessary to perfect and continue the perfection of the Security Interests granted and evidenced by this Agreement.

(y) Each Debtor was organized and remains organized solely under the laws of the state set forth next to such Debtor's name in Schedule E attached hereto, which Schedule E sets forth each Debtor's organizational identification number or, if any Debtor does not have one, states that one does not exist.

(z) (i) The actual name of each Debtor is the name set forth in Schedule E attached hereto; (ii) no Debtor has any trade names except as set forth on Schedule F attached hereto; (iii) no Debtor has used any name other than that stated in the preamble hereto or as set forth on Schedule F for the preceding five (5) years; and (iv) no entity has merged into any Debtor or been acquired by any Debtor within the past five years except as set forth on Schedule F.

(aa) At any time and from time to time that any Collateral consists of instruments, certificated securities or other items that require or permit possession by the secured party to perfect the security interest created hereby, the applicable Debtor shall deliver such Collateral to the Agent.

(bb) Each Debtor, in its capacity as issuer, hereby agrees to comply with any and all orders and instructions of Agent regarding the Pledged Interests consistent with the terms of this Agreement without the further consent of any Debtor as contemplated by Section 8-106 (or any successor section) of the UCC. Further, each Debtor agrees that it shall not enter into a similar agreement (or one that would confer "control" within the meaning of Article 8 of the UCC) with any other person or entity.

(cc) Each Debtor shall cause all tangible chattel paper constituting Collateral to be delivered to the Agent, or, if such delivery is not possible, then to cause such tangible chattel paper to contain a legend noting that it is subject to the security interest created by this Agreement. To the extent that any Collateral consists of electronic chattel paper, the applicable Debtor shall cause the underlying chattel paper to be "marked" within the meaning of Section 9-105 of the UCC (or successor Section thereto).

(dd) [Intentionally Omitted].

(ee) To the extent that any Collateral consists of letter-of-credit rights, the applicable Debtor shall cause the issuer of each underlying letter of credit to consent to an assignment of the proceeds thereof to the Secured Parties.

(ff) To the extent that any Collateral is in the possession of any third party, the applicable Debtor shall join with the Agent in notifying such third party of the Secured Parties' security interest in such Collateral and shall use its best efforts to obtain an acknowledgement and agreement from such third party with respect to the Collateral, in form and substance reasonably satisfactory to the Agent.

(gg) If any Debtor shall at any time hold or acquire a commercial tort claim, such Debtor shall promptly notify the Agent in a writing signed by such Debtor of the particulars thereof and grant to the Secured Parties in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Agent.

(hh) Each Debtor shall immediately provide written notice to the Agent of any and all accounts which arise out of contracts with any governmental authority and, to the extent necessary to perfect or continue the perfected status of the Security Interests in such accounts and proceeds thereof, shall execute and deliver to the Agent an assignment of claims for such accounts and cooperate with the Agent in taking any other steps required, in its reasonable judgment, under the Federal Assignment of Claims Act or any similar federal, state or local statute or rule to perfect or continue the perfected status of the Security Interests in such accounts and proceeds thereof.

(ii) Each Debtor shall cause each subsidiary of such Debtor to immediately become a party hereto (an "Additional Debtor"), by executing and delivering an Additional Debtor Joinder in substantially the form of Annex A attached hereto and comply with the provisions hereof applicable to the Debtors. Concurrently therewith, the Additional Debtor shall deliver replacement schedules for, or supplements to all other Schedules to (or referred to in) this Agreement, as applicable, which replacement schedules shall supersede, or supplements shall modify, the Schedules then in effect. The Additional Debtor shall also deliver such authorizing resolutions, good standing certificates, incumbency certificates, organizational documents, financing statements and other information and documentation as the Agent may reasonably request. Upon delivery of the foregoing to the Agent, the Additional Debtor shall be and become a party to this Agreement with the same rights and obligations as the Debtors, for all purposes hereof as fully and to the same extent as if it were an original signatory hereto and shall be deemed to have made the representations, warranties and covenants set forth herein as of the date of execution and delivery of such Additional Debtor Joinder, and all references herein to the "Debtors" shall be deemed to include each Additional Debtor.

(jj) Each Debtor shall vote the Pledged Securities to comply with the covenants and agreements set forth herein and in the Notes.

(kk) Each Debtor shall register the pledge of the applicable Pledged Securities on the books of such Debtor. Each Debtor shall notify each issuer of Pledged Securities to register the pledge of the applicable Pledged Securities in the name of the Secured Parties on the books of such issuer. Further, except with respect to certificated securities delivered to the Agent, the applicable Debtor shall deliver to Agent an acknowledgement of pledge (which, where appropriate, shall comply with the requirements of the relevant UCC with respect to perfection by registration) signed by the issuer of the applicable Pledged Securities, which acknowledgement shall confirm that: (a) it has registered the pledge on its books and records; and (b) at any time directed by Agent during the continuation of an Event of Default, such issuer will transfer the record ownership of such Pledged Securities into the name of any designee of Agent, will take such steps as may be necessary to effect the transfer, and will comply with all other instructions of Agent regarding such Pledged Securities without the further consent of the applicable Debtor.

(ll) In the event that, upon an occurrence of an Event of Default, Agent shall sell all or any of the Pledged Securities to another party or parties (herein called the "Transferee") or shall purchase or retain all or any of the Pledged Securities, each Debtor shall, to the extent applicable: (i) deliver to Agent or the Transferee, as the case may be, the articles of incorporation, bylaws, minute books, stock certificate books, corporate seals, deeds, leases, indentures, agreements, evidences of indebtedness, books of account, financial records and all other Organizational Documents and records of the Debtors and their direct and indirect subsidiaries (but not including any items subject to the attorney-client privilege related to this Agreement or any of the transactions hereunder); (ii) use its best efforts to obtain resignations of the persons then serving as officers and directors of the Debtors and their direct and indirect subsidiaries, if so requested; and (iii) use its best efforts to obtain any approvals that are required by any governmental or regulatory body in order to permit the sale of the Pledged Securities to

the Transferee or the purchase or retention of the Pledged Securities by Agent and allow the Transferee or Agent to continue the business of the Debtors and their direct and indirect subsidiaries.

(mm) [Intentionally omitted].

(nn) Each Debtor will from time to time, at the joint and several expense of the Debtors, promptly execute and deliver all such further instruments and documents, and take all such further action as may be necessary or desirable, or as the Agent may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Secured Parties to exercise and enforce their rights and remedies hereunder and with respect to any Collateral or to otherwise carry out the purposes of this Agreement.

(oo) Schedule G attached hereto lists all of the patents, patent applications, trademarks, trademark applications, registered copyrights, and domain names owned by any of the Debtors as of the date hereof. Schedule G lists all material licenses in favor of any Debtor for the use of any patents, trademarks, copyrights and domain names as of the date hereof.

(pp) Except as set forth on Schedule H attached hereto, none of the account debtors or other persons or entities obligated on any of the Collateral is a governmental authority covered by the Federal Assignment of Claims Act or any similar federal, state or local statute or rule in respect of such Collateral.

5. Effect of Pledge on Certain Rights. If any of the Collateral subject to this Agreement consists of nonvoting equity or ownership interests (regardless of class, designation, preference or rights) that may be converted into voting equity or ownership interests upon the occurrence of certain events (including, without limitation, upon the transfer of all or any of the other stock or assets of the issuer), it is agreed by Debtors that the pledge of such equity or ownership interests pursuant to this Agreement or the enforcement of any of Agent's rights hereunder shall not be deemed to be the type of event which would trigger such conversion rights notwithstanding any provisions in the Organizational Documents or agreements to which any Debtor is subject or to which any Debtor is party.

6. Defaults. The following events shall be "Events of Default":

- (a) The occurrence of an Event of Default (as defined in the Notes) under the Notes;
- (b) Any representation or warranty of any Debtor in this Agreement shall prove to have been incorrect in any material respect when made;
- (c) The failure by any Debtor to observe or perform any of its obligations hereunder for five (5) days after delivery to such Debtor of notice of such failure by or on behalf of a Secured Party unless such default is capable of cure but cannot be cured within such time frame and such Debtor is using best efforts to cure same in a timely fashion; or

(d) If any provision of this Agreement shall at any time for any reason be declared to be null and void, or the validity or enforceability thereof shall be contested by any Debtor, or a proceeding shall be commenced by any Debtor, or by any governmental authority having jurisdiction over any Debtor, seeking to establish the invalidity or unenforceability thereof, or any Debtor shall deny that any Debtor has any liability or obligation purported to be created under this Agreement.

7. Duty to Hold in Trust.

(a) Upon the occurrence of any Event of Default and at any time thereafter, each Debtor shall, upon receipt of any revenue, income, dividend, interest or other sums subject to the Security Interests, whether payable pursuant to the Notes or otherwise, or of any check, draft, note, trade acceptance or other instrument evidencing an obligation to pay any such sum, hold the same in trust for the Secured Parties and shall forthwith endorse and transfer any such sums or instruments, or both, to the Agent, pro rata in proportion to their respective then currently outstanding principal amount of Notes for application to the satisfaction of the Obligations (and if any Note is not outstanding, pro rata in proportion to the initial purchases of the remaining Notes).

(b) If any Debtor shall become entitled to receive or shall receive any securities or other property (including, without limitation, shares of Pledged Securities or instruments representing Pledged Securities acquired after the date hereof, or any options, warrants, rights or other similar property or certificates representing a dividend, or any distribution in connection with any recapitalization, reclassification or increase or reduction of capital, or issued in connection with any reorganization of such Debtor or any of its direct or indirect subsidiaries) in respect of the Pledged Securities (whether as an addition to, in substitution of, or in exchange for, such Pledged Securities or otherwise), such Debtor agrees to (i) accept the same as the agent of the Secured Parties; (ii) hold the same in trust on behalf of and for the benefit of the Secured Parties; and (iii) to deliver any and all certificates or instruments evidencing the same to Agent on or before the close of business on the fifth (5th) business day following the receipt thereof by such Debtor, in the exact form received together with the Necessary Endorsements, to be held by Agent subject to the terms of this Agreement as Collateral.

8. Rights and Remedies Upon Default.

(a) Upon the occurrence of any Event of Default and at any time thereafter, the Secured Parties, acting through the Agent, shall have the right to exercise all of the remedies conferred hereunder and under the Notes, and the Secured Parties shall have all the rights and remedies of a secured party under the UCC. Without limitation, the Agent, for the benefit of the Secured Parties, shall have the following rights and powers:

(i) The Agent, for the benefit of the Secured Parties, shall have the right to take possession of the Collateral and, for that purpose, enter, with the aid and assistance of any person, any premises where the Collateral, or any part thereof, is or may be placed and remove the same, and each Debtor shall assemble the Collateral and make it available to the Agent at places which the Agent shall reasonably select, whether at such Debtor's premises or elsewhere,

and make available to the Agent, without rent, all of such Debtor's respective premises and facilities for the purpose of the Agent taking possession of, removing or putting the Collateral in saleable or disposable form.

(ii) Upon notice to the Debtors by Agent, all rights of each Debtor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise and all rights of each Debtor to receive the dividends and interest which it would otherwise be authorized to receive and retain, shall cease. Upon such notice, Agent shall have the right to receive, for the benefit of the Secured Parties, any interest, cash dividends or other payments on the Collateral and, at the option of Agent, to exercise in such Agent's discretion all voting rights pertaining thereto. Without limiting the generality of the foregoing, the Agent, for the benefit of the Secured Parties, shall have the right (but not the obligation) to exercise all rights with respect to the Collateral as if it were the sole and absolute owner thereof, including, without limitation, to vote and/or to exchange, at its sole discretion, any or all of the Collateral in connection with a merger, reorganization, consolidation, recapitalization or other readjustment concerning or involving the Collateral or any Debtor or any of its direct or indirect subsidiaries.

(iii) The Agent, for the benefit of the Secured Parties, shall have the right to operate the business of each Debtor using the Collateral and shall have the right to assign, sell, lease or otherwise dispose of and deliver all or any part of the Collateral, at public or private sale or otherwise, either with or without special conditions or stipulations, for cash or on credit or for future delivery, in such parcel or parcels and at such time or times and at such place or places, and upon such terms and conditions as the Agent may deem commercially reasonable, all without (except as shall be required by applicable statute and cannot be waived) advertisement or demand upon or notice to any Debtor or right of redemption of a Debtor, which are hereby expressly waived. Upon each such sale, lease, assignment or other transfer of Collateral, the Agent, for the benefit of the Secured Parties, may, unless prohibited by applicable law which cannot be waived, purchase all or any part of the Collateral being sold, free from and discharged of all trusts, claims, right of redemption and equities of any Debtor, which are hereby waived and released.

(iv) The Agent, for the benefit of the Secured Parties, shall have the right (but not the obligation) to notify any account debtors and any obligors under instruments or accounts to make payments directly to the Agent, on behalf of the Secured Parties, and to enforce the Debtors' rights against such account debtors and obligors.

(v) The Agent, for the benefit of the Secured Parties, may (but is not obligated to) direct any financial intermediary or any other person or entity holding any investment property to transfer the same to the Agent, on behalf of the Secured Parties, or its designee.

(vi) The Agent, for the benefit of the Secured Parties, may (but is not obligated to) transfer any or all Intellectual Property registered in the name of any Debtor at the United States Patent and Trademark Office and/or Copyright Office into the name of the Secured Parties or any designee or any purchaser of any Collateral.

(b) The Agent shall comply with any applicable law in connection with a disposition of Collateral and such compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. The Agent may sell the Collateral without giving any warranties and may specifically disclaim such warranties. If the Agent sells any of the Collateral on credit, the Debtors will only be credited with payments actually made by the purchaser. In addition, each Debtor waives (except as shall be required by applicable statute and cannot be waived) any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Agent's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

(c) For the purpose of enabling the Agent to further exercise rights and remedies under this Section 8 or elsewhere provided by agreement or applicable law, each Debtor hereby grants to the Agent, for the benefit of the Agent and the Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Debtor) to use, license or sublicense following an Event of Default, any Intellectual Property now owned or hereafter acquired by such Debtor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

9. Applications of Proceeds. The proceeds of any such sale, lease or other disposition of the Collateral hereunder or from payments made on account of any insurance policy insuring any portion of the Collateral shall be applied first, to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like (including, without limitation, any taxes, fees and other costs incurred in connection therewith) of the Collateral, to the reasonable attorneys' fees and expenses incurred by the Agent in enforcing the Secured Parties' rights hereunder and in connection with collecting, storing and disposing of the Collateral, and then to satisfaction of the Obligations pro rata among the Secured Parties (based on then-outstanding principal amounts of Notes at the time of any such determination), and to the payment of any other amounts required by applicable law, after which the Secured Parties shall pay to the applicable Debtor any surplus proceeds. If, upon the sale, license or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which the Secured Parties are legally entitled, the Debtors will be liable for the deficiency, together with interest thereon, at the rate of 18% per annum or the lesser amount permitted by applicable law (the "Default Rate"), and the reasonable fees of any attorneys employed by the Secured Parties to collect such deficiency. To the extent permitted by applicable law, each Debtor waives all claims, damages and demands against the Secured Parties arising out of the repossession, removal, retention or sale of the Collateral, unless resulting from the gross negligence or willful misconduct of the Secured Parties as determined by a final judgment (not subject to further appeal) of a court of competent jurisdiction.

10. Securities Law Provision. Each Debtor recognizes that Agent may be limited in its ability to effect a sale to the public of all or part of the Pledged Securities by reason of certain prohibitions in the Securities Act of 1933, as amended, or other federal or state securities laws (collectively, the "Securities Laws"), and may be compelled to resort to one or more sales to a restricted group of purchasers who may be required to agree to acquire the Pledged Securities for

their own account, for investment and not with a view to the distribution or resale thereof. Each Debtor agrees that sales so made may be at prices and on terms less favorable than if the Pledged Securities were sold to the public, and that Agent has no obligation to delay the sale of any Pledged Securities for the period of time necessary to register the Pledged Securities for sale to the public under the Securities Laws. Each Debtor shall cooperate with Agent in its attempt to satisfy any requirements under the Securities Laws (including, without limitation, registration thereunder if requested by Agent) applicable to the sale of the Pledged Securities by Agent.

11. Costs and Expenses. Each Debtor agrees to pay all reasonable out-of-pocket fees, costs and expenses incurred in connection with any filing required hereunder, including without limitation, any financing statements pursuant to the UCC, continuation statements, partial releases and/or termination statements related thereto or any expenses of any searches reasonably required by the Agent. The Debtors shall also pay all other claims and charges which in the reasonable opinion of the Agent is reasonably likely to prejudice, imperil or otherwise affect the Collateral or the Security Interests therein. The Debtors will also, upon demand, pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Agent, for the benefit of the Secured Parties, may incur in connection with the creation, perfection, protection, satisfaction, foreclosure, collection or enforcement of the Security Interest and the preparation, administration, continuance, amendment or enforcement of this Agreement and pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Agent, for the benefit of the Secured Parties, and the Secured Parties may incur in connection with (i) the enforcement of this Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, or (iii) the exercise or enforcement of any of the rights of the Secured Parties under the Notes. Until so paid, any fees payable hereunder shall be added to the principal amount of the Notes and shall bear interest at the Default Rate.

12. Responsibility for Collateral. The Debtors assume all liabilities and responsibility in connection with all Collateral, and the Obligations shall in no way be affected or diminished by reason of the loss, destruction, damage or theft of any of the Collateral or its unavailability for any reason. Without limiting the generality of the foregoing and except as required by applicable law, (a) neither the Agent nor any Secured Party (i) has any duty (either before or after an Event of Default) to collect any amounts in respect of the Collateral or to preserve any rights relating to the Collateral, or (ii) has any obligation to clean-up or otherwise prepare the Collateral for sale, and (b) each Debtor shall remain obligated and liable under each contract or agreement included in the Collateral to be observed or performed by such Debtor thereunder. Neither the Agent nor any Secured Party shall have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Agent or any Secured Party of any payment relating to any of the Collateral, nor shall the Agent or any Secured Party be obligated in any manner to perform any of the obligations of any Debtor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Agent or any Secured Party in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which

may have been assigned to the Agent or to which the Agent or any Secured Party may be entitled at any time or times.

13. Security Interests Absolute. To the further extent permitted by law, all rights of the Secured Parties and all obligations of each Debtor hereunder, shall be absolute and unconditional, irrespective of: (a) any lack of validity or enforceability of this Agreement, the Notes or any agreement entered into in connection with the foregoing, or any portion hereof or thereof, against any other Debtor; (b) any change in the time, manner or place of payment or performance of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Notes or any other agreement entered into in connection with the foregoing; (c) any exchange, release or nonperfection of any of the Collateral, or any release or amendment or waiver of or consent to departure from any other collateral for, or any guarantee, or any other security, for all or any of the Obligations; (d) any action by the Secured Parties to obtain, adjust, settle and cancel in its sole discretion any insurance claims or matters made or arising in connection with the Collateral; or (e) any other circumstance which might otherwise constitute any legal or equitable defense available to a Debtor, or a discharge of all or any part of the Security Interests granted hereby. Until the Obligations shall have been paid and performed in full, the rights of the Secured Parties shall continue even if the Obligations are barred for any reason, including, without limitation, the running of the statute of limitations. Each Debtor expressly waives presentment, protest, notice of protest, demand, notice of nonpayment and demand for performance. In the event that at any time any transfer of any Collateral or any payment received by the Secured Parties hereunder shall be deemed by final order of a court of competent jurisdiction to have been a voidable preference or fraudulent conveyance under the bankruptcy or insolvency laws of the United States, or shall be deemed to be otherwise due to any party other than the Secured Parties, then, in any such event, each Debtor's obligations hereunder shall survive cancellation of this Agreement, and shall not be discharged or satisfied by any prior payment thereof and/or cancellation of this Agreement, but shall remain a valid and binding obligation enforceable in accordance with the terms and provisions hereof. Each Debtor waives all right to require the Secured Parties to proceed against any other person or entity or to apply any Collateral which the Secured Parties may hold at any time, or to marshal assets, or to pursue any other remedy. Each Debtor waives any defense arising by reason of the application of the statute of limitations to any obligation secured hereby.

14. Term of Agreement. This Agreement and the Security Interests shall terminate on the date on which all payments under the Notes have been paid in full and all other Obligations have been paid or discharged; provided, however, that all indemnities of the Debtors contained in this Agreement (including, without limitation, Annex B hereto) shall survive and remain operative and in full force and effect regardless of the termination of this Agreement.

15. Power of Attorney; Further Assurances.

(a) Each Debtor authorizes the Agent, for the benefit of the Secured Parties, and does hereby make, constitute and appoint the Agent and its officers, agents, successors or assigns with full power of substitution, as such Debtor's true and lawful attorney-in-fact, with power, in the name of the Agent or such Debtor, to, after the occurrence and during the continuance of an

Event of Default, (i) endorse any note, checks, drafts, money orders or other instruments of payment (including payments payable under or in respect of any policy of insurance) in respect of the Collateral that may come into possession of the Agent; (ii) to sign and endorse any financing statement pursuant to the UCC or any invoice, freight or express bill, bill of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with accounts, and other documents relating to the Collateral; (iii) to pay or discharge taxes, liens, security interests or other encumbrances at any time levied or placed on or threatened against the Collateral; (iv) to demand, collect, receipt for, compromise, settle and sue for monies due in respect of the Collateral; (v) to transfer any Intellectual Property or provide licenses respecting any Intellectual Property; and (vi) generally, at the option of the Agent, and at the expense of the Debtors, at any time, or from time to time, to execute and deliver any and all documents and instruments and to do all acts and things which the Agent deems necessary to protect, preserve and realize upon the Collateral and the Security Interests granted therein in order to effect the intent of this Agreement and the Notes all as fully and effectually as the Debtors might or could do; and each Debtor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the term of this Agreement and thereafter as long as any of the Obligations shall be outstanding. The designation set forth herein shall be deemed to amend and supersede any inconsistent provision in the Organizational Documents or other documents or agreements to which any Debtor is subject or to which any Debtor is a party. Without limiting the generality of the foregoing, after the occurrence and during the continuance of an Event of Default, the Agent, for the benefit of the Secured Parties, is specifically authorized to execute and file any applications for or instruments of transfer and assignment of any patents, trademarks, copyrights or other Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office.

(b) On a continuing basis, each Debtor will make, execute, acknowledge, deliver, file and record, as the case may be, with the proper filing and recording agencies in any jurisdiction, including, without limitation, the jurisdictions indicated on Schedule C attached hereto, all such instruments, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by the Agent, to perfect the Security Interests granted hereunder and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to the Agent the grant or perfection of a perfected security interest in all the Collateral under the UCC.

(c) Each Debtor hereby irrevocably appoints the Agent, for the benefit of the Secured Parties, as such Debtor's attorney-in-fact, with full authority in the place and instead of such Debtor and in the name of such Debtor, from time to time in the Agent's discretion, to take any action and to execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including the filing, in its sole discretion, of one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of such Debtor where permitted by law, which financing statements may (but need not) describe the Collateral as "all assets" or "all personal property" or words of like import, and ratifies all such actions taken by the Agent. This power of attorney is coupled with an interest and shall be irrevocable for the term of this Agreement and thereafter as long as any of the Obligations shall be outstanding.

16. **Notices.** All notices, requests, demands and other communications hereunder shall be subject to the notice provision of the Purchase Agreement.

17. **Other Security.** To the extent that the Obligations are now or hereafter secured by property other than the Collateral or by the guarantee, endorsement or property of any other person, firm, corporation or other entity, then the Agent shall have the right, in its sole discretion, to pursue, relinquish, subordinate, modify or take any other action with respect thereto, without in any way modifying or affecting any of the Secured Parties' rights and remedies hereunder.

18. **Appointment of Agent.** The Purchasers hereby appoint Dominion Capital LLC to act as their agent ("Dominion" or "Agent") for purposes of exercising any and all rights and remedies of the Secured Parties hereunder. Such appointment shall continue until revoked in writing by a Majority-in-Interest, at which time a Majority-in-Interest shall appoint a new Agent, provided that Dominion may not be removed as Agent unless Dominion shall then hold less than \$100,000 in principal amount of the Notes. The Agent shall have the rights, responsibilities and immunities set forth in Annex B hereto.

19. **Miscellaneous.**

(a) No course of dealing between the Debtors and the Secured Parties, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Parties, any right, power or privilege hereunder or under the Notes shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) All of the rights and remedies of the Secured Parties with respect to the Collateral, whether established hereby or by the Notes or by any other agreements, instruments or documents or by law shall be cumulative and may be exercised singly or concurrently.

(c) This Agreement, together with the exhibits and schedules hereto, contains the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into this Agreement and the exhibits and schedules hereto. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Debtors and the Secured Parties, or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought.

(d) If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would

have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(e) No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

(f) This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of each Secured Party (other than by merger). Any Secured Party may assign any or all of its rights under this Agreement to any Person (as defined in the Purchase Agreement) to whom such Secured Party assigns or transfers any Obligations in accordance with the Purchase Agreement, provided such transferee agrees in writing to be bound, with respect to the transferred Obligations, by the provisions of this Agreement that apply to the "Secured Parties."

(g) Each party shall take such further action and execute and deliver such further documents as may be necessary or appropriate in order to carry out the provisions and purposes of this Agreement.

(h) Except to the extent mandatorily governed by the jurisdiction or situs where the Collateral is located, all questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Except to the extent mandatorily governed by the jurisdiction or situs where the Collateral is located, each party hereto agrees that all proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and the Notes (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York, Borough of Manhattan. Except to the extent mandatorily governed by the jurisdiction or situs where the Collateral is located, each party hereto hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such proceeding is improper. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

(i) This Agreement may be executed in any number of 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. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on

whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

(j) All Debtors shall jointly and severally be liable for the obligations of each Debtor to the Secured Parties hereunder.

(k) Each Debtor shall indemnify, reimburse and hold harmless the Agent and the Secured Parties and their respective partners, members, shareholders, officers, directors, employees and agents (and any other persons with other titles that have similar functions) (collectively, "Indemnitees") from and against any and all losses, claims, liabilities, damages, penalties, suits, costs and expenses, of any kind or nature, (including fees relating to the cost of investigating and defending any of the foregoing) imposed on, incurred by or asserted against such Indemnatee in any way related to or arising from or alleged to arise from this Agreement or the Collateral, except any such losses, claims, liabilities, damages, penalties, suits, costs and expenses which result from the gross negligence or willful misconduct of the Indemnatee as determined by a final, nonappealable decision of a court of competent jurisdiction. This indemnification provision is in addition to, and not in limitation of, any other indemnification provision in the Notes, the Purchase Agreement or any other agreement, instrument or other document executed or delivered in connection herewith or therewith.

(l) Nothing in this Agreement shall be construed to subject Agent or any Secured Party to liability as a partner in any Debtor or any of its direct or indirect subsidiaries that is a partnership or as a member in any Debtor or any of its direct or indirect subsidiaries that is a limited liability company, nor shall Agent or any Secured Party be deemed to have assumed any obligations under any partnership agreement or limited liability company agreement, as applicable, of any such Debtor or any of its direct or indirect subsidiaries or otherwise, unless and until any such Secured Party exercises its right to be substituted for such Debtor as a partner or member, as applicable, pursuant hereto.

(m) To the extent that the grant of the security interest in the Collateral and the enforcement of the terms hereof require the consent, approval or action of any partner or member, as applicable, of any Debtor or any direct or indirect subsidiary of any Debtor or compliance with any provisions of any of the Organizational Documents, the Debtors hereby represent that all such consents and approvals have been obtained.

[SIGNATURE PAGE OF DEBTORS FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be
duly executed on the day and year first above written.

COPSYNC, INC.

By: _____

Name:

Title:

Ronald A Woessner
RONALD A WOESSNER
CEO *9-23-16*

DOMINION CAPITAL LLC,
As Agent,

By: _____

Name:

Title:

[SIGNATURE PAGE OF HOLDERS FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be
duly executed on the day and year first above written.

COPSYNC, INC.

By: _____
Name:
Title:


**DOMINION CAPITAL LLC,
As Agent,**

By:  _____
Name: Mikhail Gurevich
Title: Managing Member

[SIGNATURE PAGE OF HOLDERS FOLLOWS]

[SIGNATURE PAGE OF HOLDERS TO SECURITY AGREEMENT]

Name of Investing Entity: Dominion Capital LLC

Signature of Authorized Signatory of Investing entity: 

Name of Authorized Signatory: Mikhail Gurevich

Title of Authorized Signatory: Managing Member

[SIGNATURE PAGE OF HOLDERS TO SECURITY AGREEMENT]

Name of Investing Entity: The Brewer Group

Signature of Authorized Signatory of Investing entity: 

Name of Authorized Signatory: Jack Brewer

Title of Authorized Signatory: CEO

DISCLOSURE SCHEDULES
(Security Agreement)

The following are the Disclosure Schedules (the "Disclosure Schedules") referred to in that certain Security Agreement, dated as of September 26, 2016 (the "Agreement"), by and between COPsync, Inc., a Delaware corporation (the "Company"), any subsidiary and affiliate of the Company that is a signatory hereto either now or joined in the future (the "Subsidiaries"), and, together with the Company, the "Debtors"), the holders of the Company's 12% Original Issue Discount Senior Secured Convertible Promissory Notes (the "Notes") signatory thereto (the "Purchasers"), and Dominion Capital LLC, a Connecticut limited liability company, as Agent (collectively with the Purchasers, the "Secured Parties").

Schedule A

**Principal Place of Business of Debtors:
Locations Where Collateral is Located or Stored**

Schedule B

Ownership Interest to Collateral

Schedule C

Filing Jurisdictions

Schedule D

Claims

Schedule E

Legal Names and Organizational Identification Numbers

Schedule F

Names; Mergers and Acquisitions

Schedule G

Intellectual Property

Schedule H

Account Debtors

Schedule I

Pledged Securities

Schedule A

**Principal Place of Business of Debtors:
Locations Where Collateral is Located or Stored**

16415 Addison Road, Suite 300
Addison, Texas 75001

1000 N. Walnut Ave., Ste. 150
New Braunfels, Texas 78130

The Company's principal properties set forth above are leased facilities.

Schedule B
Ownership Interest to Collateral

Certain automobiles were purchased for business purposes and are being financed through a bank.

Schedule C
Filing Jurisdictions

None.

Schedule D
Claims

The federal trademark “COPSYNC” (the “Trademark”) was held by a third party, i2 Holdings Limited, but the Company disputes the validity of the registered holder’s rights in the mark. In February and May of 2010, attorneys for i2 Holdings Limited wrote to the Company alleging that the Company’s use of the COPsync trademark was confusingly similar to the i2 Holdings Limited’s trademark, “COPLINK”, which the Company also disputed. The Company has not been contacted by i2 Holdings Limited since 2010 and i2 Holdings Limited has since merged with another company. The Trademark was cancelled by the third party on August 26, 2016, and on August 7, 2016, the Company filed an application for the Trademark.

Schedule E
Legal Names and Organizational Identification Numbers

<u>Name</u>	<u>State of Incorporation</u>	<u>Tax ID Number</u>
COPsync, Inc.	Delaware	98-0513637

Schedule F
Names; Mergers and Acquisitions

DATAONIX, Inc. (Entity Name)
COPsync (Trade Name)

Additionally, the Company has applied and (in some cases) obtained trademark protection for the following products: **The COPsync Network, COPsync, COPsync911, COPsync Responder, COPsync Responder with Network Access, VIDTAC, WARRANTSync, COURTSync, SCHOOLSync, Smart Beacon.**

Schedule G
Intellectual Property

Domain Names: www.copsync.com; www.copsync911.com; www.vidtac.com;
www.smartbeaconalert.com; www.dataonix.com; www.warrantsync.com

Pending Trademarks:

Mark	Application Number	Description
DATAONIX	85/837840	Payment processing services, namely, credit card and debit card transaction processing services.
D & Design	85/837837	Payment processing services, namely, credit card and debit card transaction processing services.
BEACON	87/022034	Emergency position-indicating radio beacons; Emergency signal transmitters; Hand-held signaling device to trigger an emergency alert to law enforcement; A wearable emergency signal transmitting device to trigger an emergency response from first responders.
COPSYNC 911	802106829	Computer software for application and database integration pertaining to safety and security matters in educational institutions; Computer software for computer system and application development, deployment and management pertaining to safety and security matters in educational institutions; Computer software for creating searchable databases of information and data pertaining to safety and security matters in educational institutions; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information pertaining to safety and security matters in educational institutions; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports pertaining to safety and security matters in educational institutions; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties pertaining to safety and security matters in educational institutions. (IC38) Providing electronic communications networks in the nature of an online network service for electronic communications between network users, including law enforcement agencies and educational institutions, on the subject of law enforcement matters as well as pertaining to safety and security matters in educational institutions.

Registered Trademarks:

Mark	Registered Number	Description
COPSYNC	801734546	Audio and video recording systems, namely, cameras, video cameras, infrared cameras, thermographic cameras, optical and electronic apparatus and instruments, video recorders, thermal imagers, microphones, computer hardware and computer software, all for use in law enforcement, police patrol, vehicle traffic management, security monitoring, surveillance, tracking, infrared signature, night observation, and search and rescue applications; audio and video equipment and components, namely, audio and video transmitters, receivers and transceivers and related components and accessories, all for transmission and reception of audio, video and data, for use in law enforcement, police patrol, vehicle traffic management, security monitoring, surveillance, tracking, infrared signature, night observation, search and rescue applications, and for communication, exchanges and coordination with and support of fire, law enforcement, police, ambulance, hospital, private security monitoring, and other public and private safety personnel; Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing,

		transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; Computer software for use in emergency response services; Computer software for use in records management; (IC36) Payment processing services, namely, credit card and debit card transaction processing services; (IC38) Providing private and secure real time electronic communications over a computer network; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for law enforcement; Providing an information sharing and data interoperability service, namely, integration of computer systems and networks for private security organizations.
VidTac	4259136	Audio and video recording systems, namely, cameras, video cameras, infrared cameras, thermographic cameras, optical and electronic apparatus and instruments, video recorders, thermal imagers, microphones, computer hardware and computer software, all for use in law enforcement, police patrol, vehicle traffic management, security monitoring, surveillance, tracking, infrared signature, night observation, and search and rescue applications; audio and video equipment and components, namely, audio and video transmitters, receivers and transceivers and related components and accessories, all for transmission and reception of audio, video and data, for use in law enforcement, police patrol, vehicle traffic management, security monitoring, surveillance, tracking, infrared signature, night observation, search and rescue applications, and for communication, exchanges and coordination with and support of fire, law enforcement, police, ambulance, hospital, private security monitoring, and other public and private safety personnel.
WARRANTSYNC Logo	4365839	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; (IC36) Payment processing services, namely, credit card and debit card transaction processing services; (IC38) Providing private and secure real time electronic communications over a computer network; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for law enforcement.
VIDTAC POWERED BY PATROL Logo	4389257	Audio and video recording systems, namely, cameras, video cameras, infrared cameras, thermographic cameras, optical and electronic apparatus and instruments, video recorders, thermal imagers, microphones, computer hardware and computer software, all for use in law enforcement, police patrol, vehicle traffic management, security monitoring, surveillance, tracking, infrared signature, night observation, and search and rescue applications; audio and video equipment and components, namely, audio and video transmitters, receivers and transceivers and related components and accessories, all for transmission and reception of audio, video and data, for use in law enforcement, police patrol, vehicle traffic management, security monitoring, surveillance, tracking, infrared signature, night observation, search and rescue applications, and for communication, exchanges and coordination with and support of fire, law enforcement, police, ambulance, hospital, private security monitoring, and other public and private safety personnel.
DATAonix	4436803	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to

		manage transactional data, and produce notifications and reports.
WARRANTSNYC	4463112	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; (IC36) Payment processing services, namely, credit card and debit card transaction processing services; (IC38) Providing private and secure real time electronic communications over a computer network; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for law enforcement.
ONE NETWORK CONNECTING ALL VENDORS	4498427	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for law enforcement; Providing electronic communications networks in the nature of an online network service for electronic communications between network users on the subject of law enforcement, and between network users and law enforcement databases.
BANKSYNC	4530082	Providing electronic communications networks in the nature of an online network service for electronic communications between network users, including law enforcement agencies and financial institutions, on the subject of law enforcement matters
ONE NETWORK CONNECTING LAW ENFORCEMENT	4585085	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; (IC38) Providing electronic communication over a computer network between network users, including law enforcement agencies, on the subject of law enforcement; Providing access to databases of federal, state and local law enforcement agencies; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for law enforcement.
DATAonix	009448523	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports.
D & Design	4846480	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing,

		organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; (IC38) Providing private and secure real time electronic communications over a computer and/or wireless network; providing electronic communications networks in the nature of an online and/wireless network service for electronic communications between network users on the subject of law enforcement, and between network users and law enforcement databases; providing electronic communications networks in the nature of an online and/or wireless network service for electronic communications among and between network users, including among law enforcement agencies, between law enforcement agencies and financial institutions, between law enforcement agencies and educational institutions, between law enforcement and penal institutions, between law enforcement and private security organizations, between law enforcement and fire fighters, between law enforcement and emergency response providers, on the subject of law enforcement matters as well as pertaining to safety, security public disaster matters; providing electronic communications networks in the nature of an online and/or wireless network service for electronic communications between network users on the subject of law enforcement, safety, security and public disaster matters, and between network users and law enforcement; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for private security organizations and for law enforcement.
DATAONIX	4846481	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; (IC38) Providing private and secure real time electronic communications over a computer and/or wireless network; providing electronic communications networks in the nature of an online and/wireless network service for electronic communications between network users on the subject of law enforcement, and between network users and law enforcement databases; providing electronic communications networks in the nature of an online and/or wireless network service for electronic communications among and between network users, including among law enforcement agencies, between law enforcement agencies and financial institutions, between law enforcement agencies and educational institutions, between law enforcement and penal institutions, between law enforcement and private security organizations, between law enforcement and fire fighters, between law enforcement and emergency response providers, on the subject of law enforcement matters as well as pertaining to safety, security public disaster matters; providing electronic communications networks in the nature of an online and/or wireless network service for electronic communications between network users on the subject of law enforcement, safety, security and public disaster matters, and between network users and law enforcement; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for private security organizations and for law enforcement.

Patents:

Status	Title	Application No.	Registration No.	Description
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Registered	Method, System and Computer Program for Law Enforcement		9,047,768	The patent is for a method performed by an information handling system comprising a network connection for communicating information about at least one subject, wherein the subject includes at least one of a subject vehicle or a subject person.
Registered	Video Capturing System Including Two Independent Image Sensors		9,143,670	The patent is for an in-vehicle video system comprising a forward-looking camera system that includes two independent image sensors and associated digital signal processors for processing imagery received from the respective independent image sensors.
Pending	Video Capture System Including Two Independent Image Sensors	14/821,612		
Pending	Method, System and Computer Program Product for Law Enforcement	14/726,274		
Pending	Method, System and Computer Program Product for Law Enforcement	14/192,369		Methods, systems and apparatus include computer programs encoded on a computer-readable storage medium, including a method for providing information. The method includes receiving a prompt from a user operator associated with a first unit. The method further includes determining a location associated with the first unit. The method further includes responsive to the prompt, determining one or more second mobile units within a geographic area associated with the location. The method further includes outputting a communication to the one or more second mobile units. The method further includes enabling a direct communication link between the user operator and operator associated with a respective one of the one or more second mobile units. The method further includes providing environment information to the one or more second mobile units based on at least in part on the prompt.

Schedule H
Account Debtors

None.

Schedule I
Pledged Securities

None.

ANNEX A
to
SECURITY
AGREEMENT

FORM OF ADDITIONAL DEBTOR JOINDER

Security Agreement dated as of September 26, 2016 made by COPsync, Inc. and its subsidiaries party thereto from time to time, as Debtors to and in favor of the Secured Parties identified therein (the "Security Agreement").

Reference is made to the Security Agreement as defined above; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in, or by reference in, the Security Agreement.

The undersigned hereby agrees that, upon delivery of this Additional Debtor Joinder to the Secured Parties referred to above, the undersigned shall (a) be an Additional Debtor under the Security Agreement, (b) have all the rights and obligations of the Debtors under the Security Agreement as fully and to the same extent as if the undersigned was an original signatory thereto and (c) be deemed to have made the representations and warranties set forth therein as of the date of execution and delivery of this Additional Debtor Joinder. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE UNDERSIGNED SPECIFICALLY GRANTS TO THE SECURED PARTIES A SECURITY INTEREST IN THE COLLATERAL AS MORE FULLY SET FORTH IN THE SECURITY AGREEMENT AND ACKNOWLEDGES AND AGREES TO THE WAIVER OF JURY TRIAL PROVISIONS SET FORTH THEREIN.

Attached hereto are supplemental and/or replacement Schedules to the Security Agreement, as applicable.

An executed copy of this Joinder shall be delivered to the Secured Parties, and the Secured Parties may rely on the matters set forth herein on or after the date hereof. This Joinder shall not be modified, amended or terminated without the prior written consent of the Secured Parties.

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed in the name and on behalf of the undersigned.

[Name of Additional Debtor]

By:
Name:
Title:

Address:

Dated:

ANNEX B
to
SECURITY
AGREEMENT

THE AGENT

1. **Appointment.** The Secured Parties (all capitalized terms used herein and not otherwise defined shall have the respective meanings provided in the Security Agreement to which this Annex B is attached (the "Agreement")), by its acceptance of the benefits of the Agreement, hereby designate Dominion Capital LLC ("Dominion" or "Agent") as the Agent to act as specified herein and in the Agreement. Each Secured Party shall be deemed irrevocably to authorize the Agent to take such action on its behalf under the provisions of the Agreement and any other Document (as such term is defined in the Purchase Agreement) and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of the Agent by the terms hereof and thereof and such other powers as are reasonably incidental thereto. The Agent may perform any of its duties hereunder by or through its agents or employees.

2. **Nature of Duties.** The Agent shall have no duties or responsibilities except those expressly set forth in the Agreement. Neither the Agent nor any of its partners, members, shareholders, officers, directors, employees or agents shall be liable for any action taken or omitted by it as such under the Agreement or hereunder or in connection herewith or therewith, be responsible for the consequence of any oversight or error of judgment or answerable for any loss, unless resulting from its or their gross negligence or willful misconduct as determined by a final judgment (not subject to further appeal) of a court of competent jurisdiction. The duties of the Agent shall be mechanical and administrative in nature; the Agent shall not have by reason of the Agreement or any other Document a fiduciary relationship in respect of any Debtor or any Secured Party; and nothing in the Agreement or any other Document, expressed or implied, is intended to or shall be so construed as to impose upon the Agent any obligations in respect of the Agreement or any other Document except as expressly set forth herein and therein.

3. **Lack of Reliance on the Agent.** Independently and without reliance upon the Agent, each Secured Party, to the extent it deems appropriate, has made and shall continue to make (i) its own independent investigation of the financial condition and affairs of the Company and its subsidiaries in connection with such Secured Party's investment in the Debtors, the creation and continuance of the Obligations, the transactions contemplated by the Documents, and the taking or not taking of any action in connection therewith, and (ii) its own appraisal of the creditworthiness of the Company and its subsidiaries, and of the value of the Collateral from time to time, and the Agent shall have no duty or responsibility, either initially or on a continuing basis, to provide any Secured Party with any credit, market or other information with respect thereto, whether coming into its possession before any Obligations are incurred or at any time or times thereafter. The Agent shall not be responsible to the Debtors or any Secured Party for any recitals, statements, information, representations or warranties herein or in any document, certificate or other writing delivered in connection herewith, or for the execution, effectiveness, genuineness, validity, enforceability, perfection, collectability, priority or sufficiency of the

Agreement or any other Document, or for the financial condition of the Debtors or the value of any of the Collateral, or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of the Agreement or any other Document, or the financial condition of the Debtors, or the value of any of the Collateral, or the existence or possible existence of any default or Event of Default under the Agreement, the Notes or any of the other Documents.

4. **Certain Rights of the Agent.** The Agent shall have the right to take any action with respect to the Collateral, on behalf of all of the Secured Parties. To the extent practical, the Agent shall request instructions from the Secured Parties with respect to any material act or action (including failure to act) in connection with the Agreement or any other Document, and shall be entitled to act or refrain from acting in accordance with the instructions of a Majority-in-Interest; if such instructions are not provided despite the Agent's request therefor, the Agent shall be entitled to refrain from such act or taking such action, and if such action is taken, shall be entitled to appropriate indemnification from the Secured Parties in respect of actions to be taken by the Agent; and the Agent shall not incur liability to any person or entity by reason of so refraining. Without limiting the foregoing, (a) no Secured Party shall have any right of action whatsoever against the Agent as a result of the Agent acting or refraining from acting hereunder in accordance with the terms of the Agreement or any other Document, and the Debtors shall have no right to question or challenge the authority of, or the instructions given to, the Agent pursuant to the foregoing and (b) the Agent shall not be required to take any action that the Agent believes (i) could reasonably be expected to expose it to personal liability or (ii) is contrary to this Agreement, the Documents or applicable law.

5. **Reliance.** The Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, statement, certificate, telex, teletype or facsimile message, cablegram, radiogram, order or other document or telephone message signed, sent or made by the proper person or entity, and, with respect to all legal matters pertaining to the Agreement and the other Documents and its duties thereunder, upon advice of counsel selected by it and upon all other matters pertaining to this Agreement and the other Documents and its duties thereunder, upon advice of other experts selected by it. Anything to the contrary notwithstanding, the Agent shall have no obligation whatsoever to any Secured Party to assure that the Collateral exists or is owned by the Debtors or is cared for, protected or insured or that the liens granted pursuant to the Agreement have been properly or sufficiently or lawfully created, perfected, or enforced or are entitled to any particular priority.

6. **Indemnification.** To the extent that the Agent is not reimbursed and indemnified by the Debtors, the Secured Parties will jointly and severally reimburse and indemnify the Agent, in proportion to their initially purchased respective principal amounts of Notes, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Agent in performing its duties hereunder or under the Agreement or any other Document, or in any way relating to or arising out of the Agreement or any other Document except for those determined by a final judgment (not subject to further appeal) of a court of competent jurisdiction to have resulted solely from the Agent's own gross negligence or willful misconduct. Prior to taking any action hereunder as Agent, the Agent may require each

Secured Party to deposit with it sufficient sums as it determines in good faith is necessary to protect the Agent for costs and expenses associated with taking such action.

7. Resignation by the Agent.

(a) The Agent may resign from the performance of all its functions and duties under the Agreement and the other Documents at any time by giving 30 days' prior written notice (as provided in the Agreement) to the Debtors and the Secured Parties. Such resignation shall take effect upon the appointment of a successor Agent pursuant to clauses (b) and (c) below.

(b) Upon any such notice of resignation, the Secured Parties, acting by a Majority-in-Interest, shall appoint a successor Agent hereunder.

(c) If a successor Agent shall not have been so appointed within said thirty (30)-day period, the Agent shall then appoint a successor Agent who shall serve as Agent until such time, if any, as the Secured Parties appoint a successor Agent as provided above. If a successor Agent has not been appointed within such thirty (30)-day period, the Agent may petition any court of competent jurisdiction or may interplead the Debtors and the Secured Parties in a proceeding for the appointment of a successor Agent, and all fees, including, but not limited to, extraordinary fees associated with the filing of interpleader and expenses associated therewith, shall be payable by the Debtors on demand.

8. Rights with respect to Collateral. Each Secured Party agrees with all other Secured Parties and the Agent (i) that it shall not, and shall not attempt to, exercise any rights with respect to its security interest in the Collateral, whether pursuant to any other agreement or otherwise (other than pursuant to this Agreement), or take or institute any action against the Agent or any of the other Secured Parties in respect of the Collateral or its rights hereunder (other than any such action arising from the breach of this Agreement) and (ii) that such Secured Party has no other rights with respect to the Collateral other than as set forth in this Agreement and the other Documents. Upon the acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent and the retiring Agent shall be discharged from its duties and obligations under the Agreement. After any retiring Agent's resignation or removal hereunder as Agent, the provisions of the Agreement including this Annex B shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**"), dated as of September 26, 2016, by COPsync, Inc., a Delaware corporation (the "**Grantor**"), in favor of Dominion Capital LLC as agent (the "**Agent**") for the secured parties referred to below.

WHEREAS:

A. Reference is made to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), entered into by and among the Grantor and the Agent, and the other Secured Parties (as defined in the Security Agreement), which secures certain now existing and future arising obligations owing to the Secured Parties under the Transaction Documents as provided in the Security Agreement;

B. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent this Agreement;

C. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired (1) trademarks, patents, and copyrights; (2) trademark applications, patent applications, and copyright applications; and (3) trademark licenses, patent licenses, and copyright licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common law rights related thereto, including, without limitation, each United States federally registered trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, renewals, continuations or extensions thereof and all goodwill associated therewith (collectively, the "**Trademarks**");

2. Each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto;

3. All products and proceeds of the foregoing items 1 through 2, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”);

4. All letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, and all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, the patents and patent applications set forth on Schedule 2 annexed hereto (collectively, the “**Patents**”);

5. Each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto;

6. All products and proceeds of the foregoing items 4 through 5, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, violation or other impairment of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “**Patent Collateral**”);

7. All copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, including, without limitation, each United States federally registered copyright and copyright application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof (collectively, the “**Copyrights**”);

8. Each copyright license, including, without limitation, each copyright license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith;

9. All products and proceeds of the foregoing items 7 through 8, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, violation or other impairment of any copyright, including, without limitation, any copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the “**Copyright Collateral**”; items 1 through 9 being herein (i.e., the Trademark Collateral, the Patent Collateral, and the Copyright Collateral) collectively referred to as the “**IP Collateral**”).

This security interest is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the IP 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

Grantor shall give Agent prior written notice of the filing of any additional application for registration of any trademark and prompt notice in writing of any additional trademark registrations, patent registration, or copyright registrations granted therefor after the date hereof. Without limiting Grantor's obligations under this paragraph, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedules 1, 2, or 3 to include any future United States registered trademarks, registered copyrights, issued patents, or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules 1, 2, or 3 shall in any way affect, invalidate or detract from Agent's continuing security interest, for the benefit of the Secured Parties, in all Collateral, whether or not listed on Schedule 1, 2, or 3.

Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks, Patents and Copyrights subject to the security interest hereunder.

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.

This Agreement is a Document (as defined in the Purchase Agreement).

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within the City of New York, New York, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

COPSYNC, INC.,
a Delaware corporation

By:

Ronald A Woessner
Name: RONALD A WOESSNER
Title: CEO

9-23-16

Acknowledged:

DOMINION CAPITAL LLC,
as Agent

By: _____

Name:
Title:

By: _____

Name:
Title:

The Grantor has caused this Intellectual Property Security Agreement to be duly executed
by its duly authorized officer thereunto as of the date first set forth above.

COPSYNC, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

Acknowledged:

DOMINION CAPITAL LLC,
as Agent

By: _____

Name: Mikhail Gurevich

Title: Managing Member

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SCHEDULE 1
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Collateral

Pending Trademarks:

Mark	Application Number	Description
DATAONIX	85/837840	Payment processing services, namely, credit card and debit card transaction processing services.
D & Design	85/837837	Payment processing services, namely, credit card and debit card transaction processing services.
BEACON	87/022034	Emergency position-indicating radio beacons; Emergency signal transmitters; Hand-held signaling device to trigger an emergency alert to law enforcement; A wearable emergency signal transmitting device to trigger an emergency response from first responders.
COPSYNC 911	802106829	Computer software for application and database integration pertaining to safety and security matters in educational institutions; Computer software for computer system and application development, deployment and management pertaining to safety and security matters in educational institutions; Computer software for creating searchable databases of information and data pertaining to safety and security matters in educational institutions; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information pertaining to safety and security matters in educational institutions; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports pertaining to safety and security matters in educational institutions; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties pertaining to safety and security matters in educational institutions. (IC38) Providing electronic communications networks in the nature of an online network service for electronic communications between network users, including law enforcement agencies and educational institutions, on the subject of law enforcement matters as well as pertaining to safety and security matters in educational institutions.

Registered Trademarks:

Mark	Registered Number	Description
COPSYNC	801734546	Audio and video recording systems, namely, cameras, video cameras, infrared cameras, thermographic cameras, optical and electronic apparatus and instruments, video recorders, thermal imagers, microphones, computer hardware and computer software, all for use in law enforcement, police patrol, vehicle traffic management, security monitoring, surveillance, tracking, infrared signature, night observation, and search and rescue applications; audio and video equipment and components, namely, audio and video transmitters, receivers and transceivers and related components and accessories, all for transmission and reception of audio, video and data, for use in law enforcement, police patrol, vehicle traffic management, security monitoring, surveillance, tracking, infrared signature, night observation, search and rescue applications, and for communication, exchanges and coordination with and support of fire, law enforcement, police, ambulance, hospital, private security monitoring, and other public and private safety personnel; Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of

		warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; Computer software for use in emergency response services; Computer software for use in records management; (IC36) Payment processing services, namely, credit card and debit card transaction processing services; (IC38) Providing private and secure real time electronic communications over a computer network; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for law enforcement; Providing an information sharing and data interoperability service, namely, integration of computer systems and networks for private security organizations.
VidTac	4259136	Audio and video recording systems, namely, cameras, video cameras, infrared cameras, thermographic cameras, optical and electronic apparatus and instruments, video recorders, thermal imagers, microphones, computer hardware and computer software, all for use in law enforcement, police patrol, vehicle traffic management, security monitoring, surveillance, tracking, infrared signature, night observation, and search and rescue applications; audio and video equipment and components, namely, audio and video transmitters, receivers and transceivers and related components and accessories, all for transmission and reception of audio, video and data, for use in law enforcement, police patrol, vehicle traffic management, security monitoring, surveillance, tracking, infrared signature, night observation, search and rescue applications, and for communication, exchanges and coordination with and support of fire, law enforcement, police, ambulance, hospital, private security monitoring, and other public and private safety personnel.
WARRANTSYNC Logo	4365839	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; (IC36) Payment processing services, namely, credit card and debit card transaction processing services; (IC38) Providing private and secure real time electronic communications over a computer network; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for law enforcement.
VIDTAC POWERED BY PATROL Logo	4389257	Audio and video recording systems, namely, cameras, video cameras, infrared cameras, thermographic cameras, optical and electronic apparatus and instruments, video recorders, thermal imagers, microphones, computer hardware and computer software, all for use in law enforcement, police patrol, vehicle traffic management, security monitoring, surveillance, tracking, infrared signature, night observation, and search and rescue applications; audio and video equipment and components, namely, audio and video transmitters, receivers and transceivers and related components and accessories, all for transmission and reception of audio, video and data, for use in law enforcement, police patrol, vehicle traffic management, security monitoring, surveillance, tracking, infrared signature, night observation, search and rescue applications, and for communication, exchanges and coordination with and support of fire, law enforcement, police, ambulance, hospital, private security monitoring, and other public and private safety personnel.
DATAonix	4436803	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports.

WARRANTSNYC	4463112	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; (IC36) Payment processing services, namely, credit card and debit card transaction processing services; (IC38) Providing private and secure real time electronic communications over a computer network; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for law enforcement.
ONE NETWORK CONNECTING ALL VENDORS	4498427	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for law enforcement; Providing electronic communications networks in the nature of an online network service for electronic communications between network users on the subject of law enforcement, and between network users and law enforcement databases.
BANKSYNC	4530082	Providing electronic communications networks in the nature of an online network service for electronic communications between network users, including law enforcement agencies and financial institutions, on the subject of law enforcement matters
ONE NETWORK CONNECTING LAW ENFORCEMENT	4585085	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; (IC38) Providing electronic communication over a computer network between network users, including law enforcement agencies, on the subject of law enforcement; Providing access to databases of federal, state and local law enforcement agencies; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for law enforcement.
DATAonix	009448523	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports.
D & Design	4846480	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for

		integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; (IC38) Providing private and secure real time electronic communications over a computer and/or wireless network; providing electronic communications networks in the nature of an online and/wireless network service for electronic communications between network users on the subject of law enforcement, and between network users and law enforcement databases; providing electronic communications networks in the nature of an online and/or wireless network service for electronic communications among and between network users, including among law enforcement agencies, between law enforcement agencies and financial institutions, between law enforcement agencies and educational institutions, between law enforcement and penal institutions, between law enforcement and private security organizations, between law enforcement and fire fighters, between law enforcement and emergency response providers, on the subject of law enforcement matters as well as pertaining to safety, security public disaster matters; providing electronic communications networks in the nature of an online and/or wireless network service for electronic communications between network users on the subject of law enforcement, safety, security and public disaster matters, and between network users and law enforcement; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for private security organizations and for law enforcement.
DATAONIX	4846481	Computer software for application and database integration; Computer software for computer system and application development, deployment and management; Computer software for creating searchable databases of information and data; Computer software for collecting, editing, organizing, modifying, book marking, searching, analyzing, transmitting, storing and sharing of data and information; Computer software for the field of warehousing and distribution, to manage transactional data, and produce notifications and reports; Computer software for integrating communications and data transmission among multiple parties and enabling users to integrate communications and data transmission with multiple third parties; (IC38) Providing private and secure real time electronic communications over a computer and/or wireless network; providing electronic communications networks in the nature of an online and/wireless network service for electronic communications between network users on the subject of law enforcement, and between network users and law enforcement databases; providing electronic communications networks in the nature of an online and/or wireless network service for electronic communications among and between network users, including among law enforcement agencies, between law enforcement agencies and financial institutions, between law enforcement agencies and educational institutions, between law enforcement and penal institutions, between law enforcement and private security organizations, between law enforcement and fire fighters, between law enforcement and emergency response providers, on the subject of law enforcement matters as well as pertaining to safety, security public disaster matters; providing electronic communications networks in the nature of an online and/or wireless network service for electronic communications between network users on the subject of law enforcement, safety, security and public disaster matters, and between network users and law enforcement; (IC42) Providing an information sharing and data interoperability service that connects the databases of federal, state and local law enforcement agencies to enable the databases to be accessible by all users of the service, namely, integration of computer systems and networks for private security organizations and for law enforcement.

SCHEDULE 2
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Collateral

Patents:

Status	Title	Application No.	Registration No.	Description
Registered	Method, System and Computer Program for Law Enforcement		9,047,768	The patent is for a method performed by an information handling system comprising a network connection for communicating information about at least one subject, wherein the subject includes at least one of a subject vehicle or a subject person.
Registered	Video Capturing System Including Two Independent Image Sensors		9,143,670	The patent is for an in-vehicle video system comprising a forward-looking camera system that includes two independent image sensors and associated digital signal processors for processing imagery received from the respective independent image sensors.
Pending	Video Capture System Including Two Independent Image Sensors	14/821,612		
Pending	Method, System and Computer Program Product for Law Enforcement	14/726,274		
Pending	Method, System and Computer Program Product for Law Enforcement	14/192,369		Methods, systems and apparatus include computer programs encoded on a computer-readable storage medium, including a method for providing information. The method includes receiving a prompt from a user operator associated with a first unit. The method further includes determining a location associated with the first unit. The method further includes responsive to the prompt, determining one or more second mobile units within a geographic area associated with the location. The method further includes outputting a communication to the one or more second mobile units. The method further includes enabling a direct communication link between the user operator and operator associated with a respective one of the one or more second mobile units. The method further includes providing environment information to the one or more second mobile units based on at least in part on the prompt.

SCHEDULE 3
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyright Collateral

None.

EXHIBIT 2

DEPARTMENT OF LABOR SETTLEMENT

Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address: Dallas TX District Office Dallas District Office 1701 E. Lamar Suite 270 Arlington, TX 76006 817-861-2150	Investigator: Limei Zhang	Date: 08/30/2017
	Employer Fed Tax ID Number: 26-2670862	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
Alvarez-Gonzalez, Janet	7606 Dockside Dr. Rowlett, TX 75088	05/20/2017 to 05/20/2017	FLSA	\$7,500.00 \$7,500.00	\$7,500.00 \$7,500.00
Amin, Kosseim	200 e94 St, Apt 1518 New York, NY 10128	11/05/2016 to 12/31/2016	FLSA	\$20,000.00 \$20,000.00	\$20,000.00 \$20,000.00
Anderson, Philip J	60 W. 23rd St, Apt 601 New York, NY 10010	03/04/2017 to 05/20/2017	FLSA	\$31,250.01 \$31,250.01	\$31,250.01 \$31,250.01
Carberry, Karen T	8740 San Bernard Street Plano, TX 75024	06/17/2017 to 08/19/2017	FLSA	\$8,953.41 \$8,953.41	\$8,953.41 \$8,953.41
Cedillo, Chadwick	1050 York Creek Rd New Braunfels, TX 78130	07/02/2016 to 06/17/2017	FLSA	\$1,001.38 \$1,001.38	\$1,001.38 \$1,001.38
Chaney, Matthew K	1617 Shady Hallow New Braunfels, TX 78132	06/17/2017 to 06/17/2017	FLSA	\$2,083.33 \$2,083.33	\$2,083.33 \$2,083.33

I agree to pay the listed employees the amount due shown above by 11/28/2017 Signed: <i>Daniell Pellgrin</i> Date: <u>September 1, 2017</u>	Employer Name and Address: COPsync, Inc. COPsync, Inc 16415 Addison Rd., Ste 300 Addison TX 75001	Subtotal: \$70,788.13	Total: \$70,788.13
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Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address: Dallas TX District Office Dallas District Office 1701 E. Lamar Suite 270 Arlington, TX 76006 817-861-2150	Investigator: Limei Zhang	Date: 08/30/2017
	Employer Fed Tax ID Number: 26-2670862	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
Chaney, Russell	1617 Shady Hallow New Braunfels, TX 78132	03/04/2017 to 08/19/2017	FLSA	\$35,000.00	\$35,000.00
				<u>\$35,000.00</u>	<u>\$35,000.00</u>
Chaney, Uphie V	1617 Shady Hallow New Braunfels, TX 78132	06/17/2017 to 08/19/2017	FLSA	\$2,300.00	\$2,300.00
				<u>\$2,300.00</u>	<u>\$2,300.00</u>
Chapman, Marcus R	3826 Jewel Street Sachse, TX 75048	05/20/2017 to 05/20/2017	FLSA	\$1,789.77	\$1,789.77
				<u>\$1,789.77</u>	<u>\$1,789.77</u>
Dietert, Kirsten	2558 Country Ledge Dr New Braunfels, TX 78132	06/17/2017 to 08/19/2017	FLSA	\$3,333.34	\$3,333.34
				<u>\$3,333.34</u>	<u>\$3,333.34</u>
Fernandez, Maria G	4400 W University Blvd Apt #18105 Dallas, TX 75209	05/20/2017 to 05/20/2017	FLSA	\$3,787.00	\$3,787.00
				<u>\$3,787.00</u>	<u>\$3,787.00</u>
Flees, Erik J	1064 Knoxbridge Rd Forney, TX 75126	06/17/2017 to 06/17/2017	FLSA	\$5,208.33	\$5,208.33
				<u>\$5,208.33</u>	<u>\$5,208.33</u>

I agree to pay the listed employees the amount due shown above by 11/28/2017 Signed: <u>Daniell Pellgrin</u> Date: <u>September 1, 2017</u>	Employer Name and Address: COPsync, Inc. COPsync, Inc 16415 Addison Rd., Ste 300 Addison TX 75001	Subtotal: \$51,418.44	\$51,418.44
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Summary of Unpaid Wages

U.S. Department of Labor

Wage and Hour Division



Office Address: Dallas TX District Office Dallas District Office 1701 E. Lamar Suite 270 Arlington, TX 76006 817-861-2150	Investigator: Limei Zhang	Date: 08/30/2017
	Employer Fed Tax ID Number: 26-2670862	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
Fletcher, Christine	3029 Blue Jay Lane Midlothian, TX 76065	05/20/2017 to 05/20/2017	FLSA	\$2,784.09	\$2,784.09
				<u>\$2,784.09</u>	<u>\$2,784.09</u>
Fucik, Anna C	5005 Galleria Dr Farmers Branch, TX 75244	06/27/2015 to 06/17/2017	FLSA	\$7,126.37	\$7,126.37
				<u>\$7,126.37</u>	<u>\$7,126.37</u>
Garland, Sean D	5711 Preston Oaks Rd Apt 827 Dallas, TX 75254	05/20/2017 to 05/20/2017	FLSA	\$3,363.64	\$3,363.64
				<u>\$3,363.64</u>	<u>\$3,363.64</u>
Gomez, Roger	280 Escarpment Oak New Braunfels, TX 78130	06/17/2017 to 06/17/2017	FLSA	\$2,708.33	\$2,708.33
				<u>\$2,708.33</u>	<u>\$2,708.33</u>
Harris, Donald Wesley	1671 Big Bend Dr Lewisville, TX 75077	06/17/2017 to 07/15/2017	FLSA	\$2,800.70	\$2,800.70
				<u>\$2,800.70</u>	<u>\$2,800.70</u>
Harris, Stephen	275 Sly Street Meadowlakes, TX 78654	06/17/2017 to 08/19/2017	FLSA	\$5,000.00	\$5,000.00
				<u>\$5,000.00</u>	<u>\$5,000.00</u>

I agree to pay the listed employees the amount due shown above by 11/28/2017 Signed: <u>Daniell Pellgrin</u> Date: <u>September 1, 2017</u>	Employer Name and Address: COPsync, Inc. COPsync, Inc 16415 Addison Rd., Ste 300 Addison TX 75001	Subtotal: \$23,783.13	\$23,783.13
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Form WH-56

Date: 08/30/2017 5:09:50 PM

Case ID: 1823937

Page 3

Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address: Dallas TX District Office Dallas District Office 1701 E. Lamar Suite 270 Arlington, TX 76006 817-861-2150	Investigator: Limei Zhang	Date: 08/30/2017
	Employer Fed Tax ID Number: 26-2670862	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
Haver, Michelle D	3904 Harbor Bolton Franklin, TX 77856	06/17/2017 to 08/19/2017	FLSA	\$5,000.00	\$5,000.00
				\$5,000.00	\$5,000.00
Herrera, Lindsey M	4049 Ploetz Rd Seguin, TX 78155	06/17/2017 to 08/19/2017	FLSA	\$2,800.00	\$2,800.00
				\$2,800.00	\$2,800.00
Hudson, Kevin C	301 Main Plaza Ste 228 New Braunfels, TX 78130	05/14/2016 to 06/17/2017	FLSA	\$1,839.65	\$1,839.65
				\$1,839.65	\$1,839.65
Kline, Holly L	1301 Ash Street Llano, TX 78643	06/17/2017 to 06/17/2017	FLSA	\$2,500.00	\$2,500.00
				\$2,500.00	\$2,500.00
Lopez, Eddie	180 Skyview Ave New Braunfels, TX 78130	08/22/2015 to 08/19/2017	FLSA	\$8,376.22	\$8,376.22
				\$8,376.22	\$8,376.22
Mock, Clint D	unknown	08/19/2017 to 08/19/2017	FLSA	\$2,500.00	\$2,500.00
				\$2,500.00	\$2,500.00

I agree to pay the listed employees the amount due shown above by 11/28/2017 Signed: <i>Daniell Pellgrin</i> Date: <u>September 1, 2017</u>	Employer Name and Address: COPsync, Inc. COPsync, Inc 16415 Addison Rd., Ste 300 Addison TX 75001	Subtotal: \$23,015.87	\$23,015.87
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Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address: Dallas TX District Office Dallas District Office 1701 E. Lamar Suite 270 Arlington, TX 76006 817-861-2150	Investigator: Limei Zhang	Date: 08/30/2017
	Employer Fed Tax ID Number: 26-2670862	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
Moehle, Chris J	1802 Kingsbridge San Antonio, TX 78253	05/20/2017 to 08/19/2017	FLSA	\$10,000.02	\$10,000.02
				<u>\$10,000.02</u>	<u>\$10,000.02</u>
Platzer, William (Scott?)	12625 Memorial Dr #78 Houston, TX 77024	05/20/2017 to 05/20/2017	FLSA	\$4,166.67	\$4,166.67
				<u>\$4,166.67</u>	<u>\$4,166.67</u>
Powell, Christna R	6391 Gordon St Frisco, TX 75034	05/20/2017 to 05/20/2017	FLSA	\$4,545.45	\$4,545.45
				<u>\$4,545.45</u>	<u>\$4,545.45</u>
Powell, Robbins L	507 Persimmon Trail Forney, TX 75126	06/17/2017 to 08/19/2017	FLSA	\$7,500.00	\$7,500.00
				<u>\$7,500.00</u>	<u>\$7,500.00</u>
Powell, Wade T	6391 Gordon St Frisco, TX 75034	03/04/2017 to 06/17/2017	FLSA	\$24,431.82	\$24,431.82
				<u>\$24,431.82</u>	<u>\$24,431.82</u>
Prescott, Julia K	31473 Catalina Way Bulverde, TX 78163	06/17/2017 to 08/19/2017	FLSA	\$6,833.34	\$6,833.34
				<u>\$6,833.34</u>	<u>\$6,833.34</u>

I agree to pay the listed employees the amount due shown above by 11/28/2017 Signed: <u>Daniell Pellgrin</u> Date: <u>September 1, 2017</u>	Employer Name and Address: COPsync, Inc. COPsync, Inc 16415 Addison Rd., Ste 300 Addison TX 75001	Subtotal: \$57,477.30	\$57,477.30

Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address: Dallas TX District Office Dallas District Office 1701 E. Lamar Suite 270 Arlington, TX 76006 817-861-2150	Investigator: Limei Zhang	Date: 08/30/2017
	Employer Fed Tax ID Number: 26-2670862	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
Price, Rodney	7830 Valley Ridge Dr Northlake, TX 76247	06/11/2016 to 06/17/2017	FLSA	\$1,657.12	\$1,657.12
				<u>\$1,657.12</u>	<u>\$1,657.12</u>
Rapp, Jason S	1617 Shady Hollow New Braunfels, TX 78132	03/04/2017 to 08/19/2017	FLSA	\$40,000.00	\$40,000.00
				<u>\$40,000.00</u>	<u>\$40,000.00</u>
Reyes, Jr., Alonzo	231 N Lonestar Ave New Braunfels, TX 78130	06/25/2016 to 08/19/2017	FLSA	\$2,421.58	\$2,421.58
				<u>\$2,421.58</u>	<u>\$2,421.58</u>
Roe, Jan A	202 Hughes Cutoff Rd Franklin, TX 77856	06/17/2017 to 08/19/2017	FLSA	\$5,416.66	\$5,416.66
				<u>\$5,416.66</u>	<u>\$5,416.66</u>
Roger, Sabrina	1226 S Lake Dr Gladewater, TX 75647	06/17/2017 to 08/19/2017	FLSA	\$5,000.00	\$5,000.00
				<u>\$5,000.00</u>	<u>\$5,000.00</u>
Severin, Herbert	3512 Ash Lane McKinney, TX 75070	03/04/2017 to 06/17/2017	FLSA	\$23,561.32	\$23,561.32
				<u>\$23,561.32</u>	<u>\$23,561.32</u>

I agree to pay the listed employees the amount due shown above by 11/28/2017 Signed: <u>Daniell Pellgrin</u> Date: <u>September 1, 2017</u>	Employer Name and Address: COPsync, Inc. COPsync, Inc 16415 Addison Rd., Ste 300 Addison TX 75001	Subtotal: \$78,056.68	Total: \$78,056.68
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Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address: Dallas TX District Office Dallas District Office 1701 E. Lamar Suite 270 Arlington, TX 76006 817-861-2150	Investigator: Limei Zhang	Date: 08/30/2017
	Employer Fed Tax ID Number: 26-2670862	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
Severin, Kevin	unknown	08/19/2017 to 08/19/2017	FLSA	\$2,210.00	\$2,210.00
				<u>\$2,210.00</u>	<u>\$2,210.00</u>
Stewart, Bryan K	unknown	08/19/2017 to 08/19/2017	FLSA	\$2,500.00	\$2,500.00
				<u>\$2,500.00</u>	<u>\$2,500.00</u>
Tran, Thien C	4553 Vista Knoll Dr Plano, TX 75093	06/17/2017 to 08/19/2017	FLSA	\$5,466.66	\$5,466.66
				<u>\$5,466.66</u>	<u>\$5,466.66</u>
Trotter, Caleb J	2600 E Renner Rd Richardson, TX 75082	11/19/2016 to 06/17/2017	FLSA	\$998.49	\$998.49
				<u>\$998.49</u>	<u>\$998.49</u>
Ulrich, Jane	1235 Rimrock Cove Spring Branch, TX 78070	06/17/2017 to 08/19/2017	FLSA	\$5,166.66	\$5,166.66
				<u>\$5,166.66</u>	<u>\$5,166.66</u>
Vanover, Adam	706 S Jupiter Rd #709 Allen, TX 75002	06/17/2017 to 06/17/2017	FLSA	\$2,500.00	\$2,500.00
				<u>\$2,500.00</u>	<u>\$2,500.00</u>

I agree to pay the listed employees the amount due shown above by 11/28/2017 Signed: <u>Daniell Pellgrin</u> Date: <u>September 1, 2017</u>	Employer Name and Address: COPsync, Inc. COPsync, Inc 16415 Addison Rd., Ste 300 Addison TX 75001	Subtotal: \$18,841.81	\$18,841.81
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Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address: Dallas TX District Office Dallas District Office 1701 E. Lamar Suite 270 Arlington, TX 76006 817-861-2150	Investigator: Limei Zhang	Date: 08/30/2017
	Employer Fed Tax ID Number: 26-2670862	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
Vanover, Janice E	706 S Jupiter Rd #709 Allen, TX 75002	02/11/2017 to 06/17/2017	FLSA	\$3,553.80	\$3,553.80
				<u>\$3,553.80</u>	<u>\$3,553.80</u>
Vetter, Cynthia L	735 San Luis New Braunfels, TX 78132	06/17/2017 to 08/19/2017	FLSA	\$6,666.66	\$6,666.66
				<u>\$6,666.66</u>	<u>\$6,666.66</u>
Whitney, Chad A	5751 Green Hill Rd Apt 616 San Angelo, TX 76901	06/06/2015 to 06/17/2017	FLSA	\$3,142.44	\$3,142.44
				<u>\$3,142.44</u>	<u>\$3,142.44</u>
Wiand, Christopher	9040 Briarwood Dr San Angelo, TX 76901	05/20/2017 to 05/20/2017	FLSA	\$1,136.36	\$1,136.36
				<u>\$1,136.36</u>	<u>\$1,136.36</u>
Wilson, Barry	804 Woodrge Drive Fort Worth, TX 76120	03/04/2017 to 08/19/2017	FLSA	\$36,458.35	\$36,458.35
				<u>\$36,458.35</u>	<u>\$36,458.35</u>
Woessner, Ronald	5108 Pinchurst Frisco, TX 75034	03/04/2017 to 04/01/2017	FLSA	\$26,909.73	\$26,909.73
				<u>\$26,909.73</u>	<u>\$26,909.73</u>

I agree to pay the listed employees the amount due shown above by 11/28/2017 Signed: <u>Daniell Pellegri</u> Date: <u>September 1, 2017</u>	Employer Name and Address: COPsync, Inc. COPsync, Inc 16415 Addison Rd., Ste 300 Addison TX 75001	Subtotal: \$77,867.34	Total: \$77,867.34
		Total: \$401,248.70	Total: \$401,248.70

EXHIBIT 3

STALKING HORSE APA

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the “Agreement”) is made as of the 29 day of September, 2017, between COPsync, Inc. (“Seller”), and Kologik Capital, LLC (“Purchaser”).

RECITALS:

WHEREAS, Seller will shortly file a voluntary bankruptcy petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Louisiana (the “Bankruptcy Court”) entitled *In re COPsync, Inc.* (the “Bankruptcy Case”);

WHEREAS, Seller entered into a series of loan transactions with Dominion Capital LLC, a Delaware limited liability company (“Dominion”), including without limitation the following:

- 1) 12% Original Issue Discount Senior Secured Convertible Promissory Note due September 23, 2017 in the principal amount of \$631,579, original issue date September 23, 2016 ;
- 2) 10% Original Issue Discount Senior Secured Convertible Promissory Note Due November 14, 2017 in the principal amount of \$388,888.88, original issue date February 14, 2017 ;
- 3) 10% Original Issue Discount Senior Secured Convertible Promissory Note Due December 20, 2017 in the principal amount of \$275,000, original issue date March 20, 2017;

(collectively, the “Existing Loans”);

WHEREAS, as security for the Existing Loans and all other related obligations due, Seller granted a security interest in the collateral as defined in the security agreements which consists of substantially all property of the Seller, which includes without limitation, the following:

- 1) Security Agreement dated September 26, 2016;
- 2) Intellectual Property Security Agreement dated September 26, 2016 (collectively, the “Security Agreements”)

WHEREAS, the Existing Loans and the Security Agreements were assigned to Purchaser via that Assignment Agreement by and between Dominion and Purchaser dated September 29, 2017 (the “Assignment”);

WHEREAS, Seller requires additional capital to be utilized in accordance with orders approved in the Bankruptcy Case;

WHEREAS, Dominion and Purchaser have formed Kologik Finance Partners, LLC (“KFP”) in order to provide loans for the required additional capital to Seller, and in order to secure the additional capital loans, Seller will grant a first priority security interest in all assets, all in accordance with this agreement and in accordance with orders issued by the Bankruptcy Court in the Bankruptcy Case;

WHEREAS, KFP agreed to lend up to \$300,000 to Seller on a revolving basis for post-bankruptcy operating expenses (the “DIP Loan”);

WHEREAS, Purchaser is a 50% member of KFP;

WHEREAS, \$150,000 of the DIP Loan was funded by Purchaser;

WHEREAS, Seller is the owner, operator, provider of software and technology services from offices located in Louisiana and Texas (the “Business”);

WHEREAS, contemporaneously with the execution of this Agreement, Seller shall file a motion seeking the approval of the sale of the Purchased Assets (as defined below) (the “Sale Motion”);

WHEREAS, Purchaser desires to purchase the majority of the Seller’s assets relating to the Business (excluding the Excluded Assets, the “Purchased Assets”) including without limitation, those assets listed on Exhibit “A”, but, notwithstanding anything else herein, excluding those assets listed on Exhibit “B” (the “Excluded Assets”), from Seller, who desires to sell the Purchased Assets to Purchaser, in accordance with the terms, covenants and conditions set forth in this Agreement, subject to and contingent upon the following:

- (a) Entry of an appropriate order or judgment of the Bankruptcy Court that authorizes and approves this Agreement and Seller’s sale to Purchaser of the Purchased Assets free and clear of all liens, claims, and encumbrances of whatever kind or nature, with any such liens, claims, and encumbrances to attach to the proceeds of the sale in the order of priority of such liens, claims, and encumbrances, which order may be, in the discretion of Seller, in connection with an order or judgment of the Bankruptcy Court confirming a plan of reorganization for and/or liquidation of Seller (the “Sale Order”). The Sale Order must grant Purchaser protections under Section 363(m) of the Bankruptcy Code; and
- (b) Satisfaction of such other conditions to closing as specified in Section 3(a) of this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions as hereinafter set forth, the parties (the “Parties”) agree as follows:

1. Agreement to Sell and Purchase.

a. Seller agrees to sell, convey and assign all of Seller's right, title, and interest in and to the Purchased Assets to Purchaser (the "Sale"), and Purchaser agrees to purchase, accept and assume such right, title and interest in and to the Purchased Assets, no later than five (5) calendar days following the date that the Sale Order is rendered (such date on which the Purchased Assets are sold hereunder, the "Closing Date"); provided, Purchaser's obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction of such other conditions to closing as are specified in Sections 3 and 4 of this Agreement as of the Closing Date.

b. Purchaser understands that this Agreement will be disclosed to the Bankruptcy Court and filed publically.

c. As provided in the Sale Motion, Seller shall, in consultation with and the consent of Purchaser and in connection with this Agreement, seek an order from the Bankruptcy Court approving the assumption and assignment of such unexpired leases and/or executory contracts of Seller ("Seller's Contracts") to the Purchaser as designated in Exhibit "C." In the event of such an order approving assumption and assignment to the Purchaser, the Purchaser shall pay, as part of the Purchase Price consideration herein, all assumption and cure costs, if any, required for those Seller's Contracts being assumed by the Purchaser. The fact that such an order approving assumption and assignment to the Purchaser is not entered shall have no effect on the Parties' obligations to close hereunder.

d. Sale Order. Time is of the essence for Purchaser to perform all of the obligations required on its part to be performed under this Agreement by the Closing Date. Purchaser has a one-time right to extend the Closing Date for up to fourteen (14) calendar days from the date upon which all of the conditions to closing set forth in Sections 3(a) are satisfied. The Closing Date may otherwise only be extended upon agreement of the Parties.

2. Amount and Manner of Payment of Purchase Price.

a. Purchaser agrees to pay the following consideration for the acquisition of the Purchased Assets (the "Purchase Price"), which the Parties agree will be valued at a minimum of \$2,400,000.00, breaking out as follows:

- (i) \$1.0 million in credit from the Existing Loans;
- (ii) \$300,000 in credit from Purchaser's satisfaction of the KFP DIP Loan;
- (iii) \$600,000 in cash, payable within sixty (60) days from the Closing; and
- (iv) Ten (10) percent of the membership interests in its parent company, Thinkstream Acquisition, LLC d/b/a Kologik ("Kologik"), with a three (3) year option for redemption right exercisable by Seller or its assigns at \$1,000,000, which Seller values at a minimum of \$500,000 as of the date hereof.

b. If Seller is unable to obtain the Sale Order on or before sixty (60) days from the petition date (as such date may be extended upon the mutual agreement of the parties, the "Drop

Dead Date”), or is otherwise unable to perform its obligations under this Agreement and satisfy the other closing conditions set forth in Section 3(a) below on or before the Drop Dead Date, in each case despite its good faith and diligent efforts, which it hereby covenants to make, each Party shall have the right to cancel this Agreement upon written notice to the other Party and this Agreement will wholly cease and terminate and neither Party will have any further claim against the other under this Agreement, except as to those provisions that, by their express terms, survive termination. Purchaser’s exclusive remedy for Seller’s inability to timely obtain the Sale Order or for Seller’s inability to timely perform its obligations hereunder and satisfy the other closing conditions set forth in Section 3(a), so long as Seller proceeds in good faith and uses its commercially reasonable efforts to obtain entry of the Sale Order, is to terminate this Agreement.

c. Any and all Purchased Assets, rights or interests that may be referred to in this Agreement will be conveyed by a bill of sale and assignment and assumption agreement to be delivered hereunder, which bill of sale and assignment and assumption agreement will be consistent with the terms of Sections 1(c), 4(b), and 4(c) hereof (the “Bill of Sale”). This provision shall survive Closing.

d. Any Purchased Asset(s) that is/are owned by any officer, owner, or employee of Seller at its office locations or other premises, is excluded from this Agreement. Any such Excluded Asset(s) is/are expressly listed on Exhibit “B.” Any and all insurance proceeds for claims arising prior to the Closing, irrespective of the date of receipt of such insurance proceeds, are excluded from this Agreement and remain the property of Seller’s bankruptcy estate. All assets set forth in Exhibit “B” are expressly excluded from the sale to the Purchaser. This provision shall survive Closing.

3. Bankruptcy Court Approval; Other Closing Conditions.

a. Each Party’s obligations to close under this Agreement are entirely subject to, and contingent upon, approval of the transaction embodied in this Agreement by the Bankruptcy Court, as may be reflected in the Sale Order and such order not being subject to a stay. Seller will utilize its commercially reasonable efforts to timely obtain Bankruptcy Court approval of the Sale Motion which will refer to this Agreement. Purchaser will cooperate and assist Seller as necessary, including providing witnesses (at its own cost and expense) for any evidentiary hearing, relating to obtaining the Sale Order. On request, Seller will consult with the Purchaser regarding the procedures and motions it will utilize in seeking the Sale Order approving the sale of the Purchased Assets contemplated by this Agreement. Without limitation of the foregoing, Purchaser’s obligations under this Agreement are subject to, and contingent upon, satisfaction of the following conditions:

- (1) the representations and warranties of Seller hereunder shall be true and correct at and as of the date of the Closing, except in all cases where the failure of such representations and warranties to be true and correct is not or does not cause a Material Adverse Effect; and

Seller shall have performed and complied, in all material respects, with all covenants to be performed by Seller hereunder, except in all cases where the failure of Seller to comply is not or

does not cause a Material Adverse Effect. For purposes hereof, a “Material Adverse Effect” shall mean any adverse change or effect to (or as reasonably expected to) the value of the Purchased Assets by more than fifteen (15%) percent.

4. Conditions of Sale.

a. Purchaser’s obligations hereunder are not conditioned or contingent upon Purchaser obtaining financing from any source.

b. Except to the extent that a representation is made specifically elsewhere in this Agreement, Seller has not made and does not make any representations as to the physical condition, rents, leases, expenses, operations, properties, premises, assets, or any other matter or thing affecting or related to the Purchased Assets or this transaction, which might be pertinent to the purchase of the Purchased Assets or the execution of this Agreement, and Purchaser affirmatively waives any rights and claims for recovery or reduction of the Purchase Price or any portion thereof. Specifically, and not by way of limitation, except to the extent that a representation is made specifically elsewhere in this Agreement, Seller has not made, and does not make, any representations as to (i) the current or future tax liability, assessment or valuation of any of the Purchased Assets; (ii) the present and future condition and operating state of any and all of Seller’s properties; (iii) the status of any of Seller’s Contracts or agreements; or (iv) the presence or absence of any laws, ordinances, rules or regulations issued by any governmental authority, agency or board and any violations thereof. Purchaser hereby expressly acknowledges that no such representations have been made. Seller is not liable or bound in any manner by expressed or implied warranties, guaranties, promises, statements, representations or information pertaining to the Purchased Assets made or furnished by any broker, agent, employee, servant or other person representing or purporting to represent Seller unless such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth herein. All understandings and agreements heretofore had between the Parties are merged in this Agreement, which alone fully and completely expresses their agreement.

c. Purchaser has inspected the Purchased Assets, and covenants and agrees to accept possession of the Purchased Assets in its/their “as is”, “where is” condition on the date of this Agreement, subject to normal or reasonable use, wear and tear and deterioration through Closing. Seller is not obligated to make any repairs, alterations, improvements or additions thereto whatsoever. Seller provides no warranties or indemnities to Purchaser whatsoever, even as to a return of the Purchase Price.

d. The sale is being made in accordance with the provisions of Bankruptcy Code §363 (and may be effectuated in connection with a plan and disclosure statement, if applicable, depending upon the circumstances of the Bankruptcy Case) with the Purchased Assets to be sold free and clear of all liens, claims, and encumbrances of whatever kind or nature (the “Liens”), with Liens, if any, to attach to the net proceeds of the Purchase Price, in the order of priority of such Liens as they existed on the filing date of the Bankruptcy Case or as otherwise provided by law or order of the Bankruptcy Court.

e. The Sale is being made subject to the Bankruptcy Court having entered an order (a) approving bid procedures, substantially the same as those attached hereto as Exhibit "D", including without limitation, Purchaser's \$100,000.00 breakup fee and preservation of Purchaser's right to credit bid the Existing Loans and Security Agreements that were assigned to Purchaser and (b) setting the Sale Hearing on a date that is within the Drop Dead Date.

f. Purchaser is not assuming any obligations or liabilities of Seller other than the obligations under any of the assumed Seller's Contracts. All other obligations and liabilities of Seller are being retained by Seller and Seller's estate.

5. The Closing.

(a) The closing documents will be delivered at the office of Stewart Robbins & Brown, LLC at 10:00 a.m. Central Time on or before the Closing Date, with such delivery of the Bill of Sale and receipt sometimes referred to herein as the "Closing".

(b) Purchaser will have a one-time right to adjourn the Closing for fourteen (14) calendar days from the date upon which all of the conditions to closing set forth in Section 3(a) or elsewhere in this Agreement are satisfied; thereafter, Purchaser will not have a right to further adjourn the Closing, with time being of the essence with respect to Purchaser's obligations to pay the Balance of the Purchase Price at the Closing and accept the Bill of Sale on the Closing Date. Such right to adjourn will be exercised by notice of such exercise given by the respective Party in accordance with the provisions of this Agreement governing the giving of notice, provided that notice of exercise may be given orally if exercise is made at the date, time and place then scheduled for Closing and confirmed by the transmission of written notice on such date in accordance with such provisions.

(c) At Closing, Purchaser will deliver: (i) the cash portion of the balance of the Purchase Price; (ii) the Bill of Sale; (iii) the documents evidencing the ten (10%) percent membership interest in Kologik, with redemption rights, with terms and conditions reasonably acceptable to the Parties; (iv) the documents evidencing the release of the DIP and the amount of the credit bid of the Existing Loans and Security Agreements; and (v) any such other documents reasonably necessary to effectuate this Agreement and the Closing on the sale of the Purchased Assets.

(d) At Closing, Seller shall deliver to Purchaser: (i) the Sale Order; (ii) the Bill of Sale; and (iii) all such other standard and customary documents necessary to effectuate this Agreement and the Closing on the sale of the Purchased Assets as reasonably requested by Purchaser.

6. Adjustments and Prorations; Access to Books and Records; Etc.

(a) The following, if applicable, are to be apportioned as of midnight of the date before Closing Date: (i) property taxes on the Purchased Assets and (ii) any other charges agreed to by the Parties.

(b) In the event that subsequent to the Closing Date, the Purchaser, or its agent,

receives any payment for goods and/or services rendered by Seller for the period prior to the Closing Date, Purchaser shall immediately transmit same to Seller with a written description of the source thereof, including a copy of the check from the customer or client, as applicable. In the event that subsequent to the Closing Date, Seller receives any payment for goods and/or services rendered by the Purchaser for the period on and after the Closing Date, Seller shall promptly remit such amount to Purchaser with a written description of the source thereof, including a copy of the check from the customer or client, as applicable.

(c) Following the Closing, Purchaser shall, upon the reasonable request of Seller, provide Seller with reasonable access to the books and records of Seller included in the Purchased Assets, as needed by Seller to continue his administration of the Bankruptcy Case. Seller may retain such books and records related to tax matters and claims of Seller, the estate, or Seller.

(d) This Section 6 shall survive the Closing.

7. Notices.

Any notice or demand required by, or desired to be sent under, this Agreement must be in writing and must be sent, to the Party at its address set forth in the preamble by mailing the same by express mail, or delivery by Federal Express or by other nationally recognized overnight courier using a written receipt or other valid written proof of delivery, or by hand delivery using a written receipt. The attorneys for the Parties may give notices or demands on behalf of their respective clients. Either Party may designate by written notice, in writing, a new or other address to which notices or demands are thereafter to be sent. Copies of all notices will be sent as follows:

If to Seller, a copy will be sent to:

COPsync, Inc.
c/o Danielle Pellegrin and Ron Bienvenu
400 Poydras Street, Suite 2100
New Orleans, LA 70130

with a copy to Seller's legal counsel:

Adams and Reese LLP
4500 One Shell Square
701 Poydras Street
New Orleans LA 70139
Attention: John M. Duck
Telephone: 504.585.0226
Facsimile: (504) 566-0210
Email: John.Duck@arlaw.com

If to the Purchaser, a copy will be sent to:

Kologik Capital, LLC
2638 S. Sherwood Forest, Suite 222
Baton Rouge, Louisiana 70816
Attention: Matthew D. Teague, Chief Executive Officer
Telephone: (225) 361-8420 (office)
Telephone: (225) 892-4137 (cell)
Facsimile: (225) 361-8421
Email: matthewdteague@gmail.com

with a copy to Purchaser's legal counsel:

Stewart Robbins & Brown, LLC
c/o Brandon A. Brown
One American Place
301 Main Street, Suite 1640
Baton Rouge, LA 70801
Tel.: (225) 231-9998
Fax: (225) 709-9467
bbrown@stewartrobbins.com

8. Broker.

Purchaser represents that it has not dealt with any broker, salesperson or finder in connection with the transaction evidenced by this Agreement, or other Party who may claim to have a fee due for introducing Purchaser to the Purchased Assets.

9. Seller's Representations and Warranties.

(a) Seller makes the following representations and warranties to Purchaser in connection with the Purchased Assets, to Seller's actual knowledge:

(1) Subject to the entry of the Sale Order and it not being subject to a stay, Seller has the legal power, right and authority to enter into this Agreement and to consummate the transaction contemplated hereby.

(2) Except for Purchaser's rights hereunder no person, firm or entity, has any rights to acquire the Purchased Assets or any part thereof.

(3) Seller has good and valid title to the Purchased Assets and at the Closing Seller will convey the Purchased Assets to the Purchaser and vests in the Purchaser good and valid title to the Purchased Assets, free and clear of all liens, claims and encumbrances, if any.

(b) The foregoing representations will survive the Closing.

9. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that:

(a) Purchaser has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The individual executing this Agreement on behalf of Purchaser has the legal power, right, and actual authority to bind Purchaser to the terms and conditions of this Agreement.

(b) As of the date hereof, all necessary action has been taken by Purchaser in connection with the entering into this Agreement and the consummation of the transactions contemplated hereby.

(c) This Agreement and all documents required hereby to be executed by Purchaser are and will be valid, legally binding obligations of and enforceable against Purchaser in accordance with their terms.

(f) Purchaser: (i) has had an opportunity to conduct any and all due diligence regarding the proposed acquisition prior to making its bid; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents in making its bid or that of any of its legal, financial or other advisors; (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the business of Seller or the proposed sale, or the completeness or accuracy of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in this Agreement as ultimately accepted and executed by Seller; and (iv) accepts and consents to the Bidding Procedures and acknowledges the Bankruptcy Court's exclusive jurisdiction to resolve issues related thereto.

10. Limitation on Liability of Seller and Seller's Estate.

(a) Subject to Section 3, if Seller is unable, in good faith, to convey title to the Purchased Assets in accordance with the provisions of this Agreement for any reason, the sole obligation and liability of Seller hereunder will be to terminate this Agreement, and thereupon all rights and obligations hereunder, by either Party against the other will cease and terminate, and this Agreement will be null and void, except to the extent that this Agreement provides for their survival after termination.. Seller will not be required to bring any action or proceeding or otherwise to incur any expense in order to convey title to the Purchased Assets to the Purchaser. Purchaser, without reduction of, or credit or allowance against the Purchase Price and without any liability on the part of Seller, may accept such title to the Purchased Assets as Seller is able to convey. If there is any conflict between the provisions of this subparagraph and any other provision of this Agreement, then the provisions of this subparagraph and Section will govern and predominate.

(b) Purchaser waives any right it may have to bring an action against Seller, its remedy being limited to termination of this Agreement, so long as Seller proceeds in good faith. Purchaser expressly waives the right to take any action that would adversely affect Seller's ability to convey title to the Purchased Assets free and clear of any claim of Purchaser. This

Agreement is “non-recourse” as to Seller and Seller’s bankruptcy estate. The provisions of this section will survive the Closing or other termination of this Agreement.

11. Maintenance of Premises through Closing and other Pre-Closing Covenants. Between the date hereof and the date of Closing, subject to compliance with the Bankruptcy Code and authorization by the Bankruptcy Court (if necessary), Seller shall:

- (a) use commercially reasonable efforts to maintain the Purchased Assets until Closing in full force and effect;
- (b) maintain the current insurance policies (or renewals thereof) in full force and effect until the Closing;
- (c) permit Purchaser or Purchaser’s agents to inspect the Purchased Assets from time to time to prepare for Purchaser’s operation of the Business following the Closing, provided that (a) Purchaser gives Seller reasonable advance notification of the intention to conduct any such inspection, and (b) such inspection does not unreasonably impede the normal day-to-day business operation of Seller’s Business;
- (d) not enter into any new lease or any amendment of any existing lease (including for Seller’s office locations) without Purchaser’s consent, with such consent not to be unreasonably withheld;
- (e) promptly notify Purchaser of (a) any fact, change, condition, circumstance, event, development, occurrence or non-occurrence that has caused or is reasonably likely to cause any representation or warranty in this Agreement made by Seller to be untrue or inaccurate in any material respect at any time after the date hereof and prior to the Closing, and (b) any failure on Seller’s part to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it hereunder.

12. Successors and Assigns. This Agreement will be binding upon, and will inure to the benefit of, the respective Parties and their successors and permitted assigns. Purchaser’s rights under this Agreement may not be assigned without the prior written consent of Seller in each instance (which Seller may grant or withhold in Seller’s absolute discretion) and any assignment or attempted or purported assignment made without such consent will be null and void and of no force or effect and will constitute a non-curable default by Purchaser, subject to the provisions of this Agreement. Purchaser may, however, assign its rights under this Agreement, immediately before the Closing, simultaneously with the payment of the cash portion of the Balance of the Purchase Price to Seller, to any entity owned or controlled by Purchaser. No such permitted assignment will relieve Purchaser of any of its obligations under this Agreement.

13. Prohibition Against Recordation. Purchaser may not record this Agreement and any recordation or attempted recordation by Purchaser hereof will be void and of no effect and

will constitute a non-curable default by Purchaser under this Agreement entitling Seller to terminate this Agreement, subject to the provisions of this Agreement.

14. Transfer Taxes. To the extent that any applicable transfer taxes are not exempt from payment under Bankruptcy Code §1146(a) or other applicable law, rule or regulation, any transfer taxes that are due in connection with this transaction will be paid at Closing by Purchaser. This provision shall survive closing.

15. No Lien. No lien or encumbrance will arise against the Purchased Assets in favor of Purchaser from this Agreement.

16. Entire Agreement; Construction. This Agreement, which includes the Recitals and the Exhibits hereto, constitutes the entire agreement between the Parties and there are no other covenants, promises or agreement, written or oral, and no agent of either Party has the authority to make representations or other agreements, verbal or written which modify or vary the terms or conditions of this Agreement. This Agreement supersedes and cancels any and all negotiations, arrangements, agreement and understandings, if any, between the Parties hereto. This Agreement will be deemed to have been jointly drafted by the attorneys for both Parties and will be construed neither for nor against Seller or Purchaser. The singular will include the plural, and vice versa, and masculine, feminine and neuter pronouns will be fully interchangeable, where the context so requires. References to “hereof” or “hereunder” set forth in this Agreement will refer to this entire Agreement and not to the section or subsection in which they appear unless there is no reasonable construction to that effect.

17. Modification. This Agreement may not be changed or terminated orally. The provisions hereof will apply to and bind the heirs, executors, administrators, successors and permitted assigns of the respective Parties.

18. Enforceability. If any provision of this Agreement is determined to be unenforceable or invalid, such invalidity or unenforceability will not affect the remaining provisions of this Agreement, as the provisions of this Agreement are intended to be and will be severable. It is the intention of the Parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning that renders it valid.

19. Severability. If any provision of this Agreement is found to be void or unenforceable by a court of competent jurisdiction, the remaining provisions will nevertheless be binding upon the Parties with the same force and effect as though the void or unenforceable part had been severed and deleted.

20. Waiver. Any failure by a Party to insist upon strict performance by the other Party of any of the provisions of this Agreement will not be deemed a waiver of any of the provisions of this Agreement, despite the number of violations or breaches that may occur, and such Party, notwithstanding any such failure, will have the right thereafter to insist upon strict performance by the other Party of any and all of the provisions of this Agreement to be

performed by such other Party.

21. Binding Effect. Seller's delivery of this Agreement for inspection by Purchaser is not an offer and does not create any rights in favor of Purchaser or others or create any obligation upon Seller. This Agreement will have no force or effect unless and until it has been fully executed, delivered, exchanged by the Parties, and approved by the Bankruptcy Court.

22. Construction; Governing Law; Venue. The provisions of this Agreement will be governed by, and construed and enforced according to, the laws of the State of Louisiana applicable to agreements made and to be performed wholly therein and applicable federal law. The Parties hereby consent to the jurisdiction of the courts of the State of Louisiana and the Bankruptcy Court. Any action or proceeding arising out of this Agreement will be brought exclusively in the Bankruptcy Court and the Purchaser consents to the jurisdiction and venue of the Bankruptcy Court. This Agreement will be construed and interpreted without regard to any presumption or other rule requiring construction or interpretation against the Party causing this Agreement to be drafted.

23. Waiver of Jury Trial. Except as prohibited by law, the Parties waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement or the relationship created hereby. With respect to any matter for which a jury trial cannot be waived, the Parties agree not to assert any such matter as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

24. Survival. No provision of this Agreement will survive the closing, except those obligations expressly stated therein to survive or to be performed subsequent to the Closing Date.

25. Counterpart Execution. This Agreement will not be binding unless a fully executed counterpart has been delivered to each of the Parties. This Agreement may be executed in counterparts and by facsimile or electronic (email) signature. This Agreement is subject to Bankruptcy Court approval.

26. Section Headings. The section headings used herein are for convenience of reference only and will not limit or define the provisions of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first above written.

Seller:

COPsync, Inc.

By: _____

Purchaser:

Kologik Capital, LLC

By: _____
Its: Chief Executive Officer

Name: Matthew D. Teague

Exhibit A
Purchased Assets

All of Seller's property other than those assets specifically excluded in Exhibit B, including without limitation:

All of Seller's cash and cash equivalents, securities, investments, deposits and funds held in escrow, including lease deposits;

All of the furniture, fixtures, equipment and other tangible personal property of Seller used in the Business and situated in Seller's office locations, which assets are more particularly described in Schedule B to Seller's Schedules of Assets and Liabilities filed in the docket of this Bankruptcy Case with the Bankruptcy Court attached hereto.

All of Seller's right, title and interest in and to Seller's Contracts.

All of Seller's right, title and interest in and to those patents registered in the name of Seller used in the operation of the Business, which patents are more particularly described in Schedule B to Seller's Schedules of Assets and Liabilities filed in the docket of this Bankruptcy Case with the Bankruptcy Court.

All of Seller's patents, trademarks and other intellectual property and all accessions, additions, replacements, and substitutions thereto.

All of Seller's intangible rights and property of Seller used in the operation of the Business (including the name "COPsync" and all derivations thereof, and all registered and unregistered patents, trademarks, service marks, logos and applications for the foregoing), and the good-will and going concern of Seller in relation to the Business.

All books and records of Seller used in the operation of the Business other than those that Seller deems necessary for the ongoing administration of the Bankruptcy Case (the "Excluded Books and Records") and the organizational documents and corporate records of Seller; it being understood and agreed that the Excluded Books and Records will be transferred to Purchaser following the completion of Seller's administration of the Bankruptcy Case.

All claims of Seller against third Persons, whether choate or inchoate, known or unknown, contingent or non-contingent related to any period prior to the Closing, including all proceeds from prompt pay complaints, other than tort claims and Chapter 5 claims;

All accounts receivable of Seller for services rendered prior to the Closing;

Capital Stock of or owned by Seller;

All rights under contracts of Seller

Exhibit B
Excluded Assets

All claims of Seller for refunds of taxes and tax credits and other governmental charges of whatever nature related to any period prior to the Closing;

Tort and Chapter 5 Claims

All bank, brokerage and similar accounts and all lockboxes in the name of Seller;

The minute books, stock records and corporate seal of Seller;

All insurance benefits relating to any period prior to the Closing, including rights and proceeds arising from or relating to the Assets;

The Excluded Books and Records, subject to Seller's obligation to transfer and deliver them to Purchaser upon his completion of the administration of the Bankruptcy Case.

Brandon-COPsync, LLC receivable

Vehicles and other rolling stock

All privileged communications

All rights related to Seller's relationships with counsel

Exhibit C
Seller's Contracts

All of the Seller's contracts and unexpired leases described below: :

[To be supplemented post-petition]

Exhibit D
Bid Procedures

The following Bid Procedures shall govern the bidding and the Auction, if any, with respect to the Sale of the Purchased Assets:

- a. Qualified Bids. Each bidder other than Purchaser shall, on or before five (5 p.m.) pm CDT on the date established by the Court (the “Bid Deadline”), deliver to the Debtor’s counsel via email to Mr. John M. Duck, john.duck@arlaw.com, to be eligible to participate in the Auction of the Purchased Assets, a bid, which bid unless otherwise decided by the Debtor in its reasonable discretion shall only be considered a qualified bid (a “Qualified Bid”) if the bidder (a “Qualified Bidder”) complies with, and such Qualified Bid contains all, of the following:
 - i. An executed confidentiality agreement in a form reasonably satisfactory to the Debtor, which shall include appropriate and customary protections associated with confidential and proprietary information and inure to the benefit of the Successful Bidder (as defined below);
 - ii. A cash deposit of 10% of the purchase price (the “Deposit”), which will be held by the Debtor’s bankruptcy counsel in its client trust account with no interest due to the bidder as a refundable deposit for application against the purchase price at the closing of the transaction, or returned to the bidder within five (5) business days following conclusion of the Auction, unless the bidder is the Successful Bidder or the next best bidder (the “Backup Bidder”) whose Deposits shall be held as set forth below;
 - iii. An executed asset purchase agreement on substantially the terms of, or on terms more favorable to the Debtor than those set forth in the Overbid APA attached to the Bid Procedures Order as Exhibit A, which Overbid APA shall (a) specify the amount of cash or other form of consideration offered by the bidder for the Purchased Assets, with a minimum initial bid comprised of two components: (i) a cash bid of \$2,100,000.00 (computed as Purchaser’s \$1,000,000.00 credit bid, plus Purchaser’s assumption of the \$300,000.00 DIP Facility, plus Purchaser’s \$600,000 bid of cash, plus Purchaser’s \$100,000.00 breakup fee, plus the \$100,000.00 minimum overbid increment) and (ii) a cash or other consideration bid that the Debtor in its reasonable discretion considers to equal in value Purchaser’s ten (10) percent membership interest and associated option, which membership interest and option will have a minimum value for the purposes of this Sale of \$500,000.00 ((a)

and (b) collectively the “Minimum Overbid”) (b) constitute an irrevocable offer by such the bidder to complete its proposed purchase upon the terms set forth therein, and must be irrevocable until closing of the Sale of the Purchased Assets, (c) include a copy of a board resolution or similar document demonstrating the authority of the bidder to submit an offer to purchase the Purchased Assets on the terms proposed by such the bidder and identifies the officer(s) or authorized agent(s) appearing on behalf of the bidder, and (d) include information demonstrating to the Debtor that the bidder has the financial wherewithal to close the transaction;

- iv. A disclaimer of any right of the bidder to receive a fee analogous to a break-up fee or to compensation under Section 503(b) of the Bankruptcy Code for making a substantial contribution; and
 - v. Such other information reasonably requested by the Debtor.
 - vi. The Debtor shall provide copies of all bids that it considers to be Qualified Bids to each Qualified Bidder upon receipt.
- b. **Qualified Bidders.** The Debtor shall determine whether a bid qualifies as a Qualified Bid. Unless otherwise decided by the Debtor in its reasonable discretion, only those persons other than Purchaser who have submitted a Qualified Bid in compliance with this Bid Procedures Order shall be a Qualified Bidder. Purchaser is a Qualified Bidder.
- c. **Due Diligence.** Upon execution of the Confidentiality Agreement, any prospective bidder that wishes to conduct due diligence on the Debtor or its assets shall be granted access to all material information that has been or will be provided to other prospective bidders, subject, in all cases, to the terms and conditions of the Confidentiality Agreement, applicable law or other restrictions the Debtor may deem necessary or appropriate to protect the proprietary of the information of the Debtor. The due diligence period for bidders will end at five o'clock p.m. (5 p.m.) CDT one business day prior to the Bid Deadline. The Debtor shall coordinate all reasonable requests for additional information and due diligence access from potential bidders. No conditions relating to the completion of due diligence shall be permitted to exist after the Bid Deadline. The Purchased Assets shall be sold on an “as is, where is” basis and by submitting a bid, each potential bidder acknowledges such.
- d. **Breakup Fee.** Purchaser shall be entitled to break-up fee of \$100,000.00 in order to reimburse it for the time, effort and cost it has expended in becoming the stalking horse bidder.

- e. No Bids/One Qualified Bid. In the event the Debtor does not receive a Qualified Bid in addition to Purchaser, the Debtor shall request at the Sale Hearing that the Bankruptcy Court approve the Sale of the Purchased Assets to Purchaser through the Sale Order and rule that the Sale Order be immediately effective upon entry.
- f. The Auction. In the event the Debtor receives more than one Qualified Bid, an Auction shall commence in at 10:00 a.m. (prevailing Central Time) on the date established by the Court, a date that is within sixty (60) days of the Petition Date, at the offices of Debtor's counsel in New Orleans, Louisiana. Each Qualified Bidder shall be invited to attend the Auction which must be attended in person. The following rules shall govern the Auction:
 - i. Subject to the limitations set forth in these Bid Procedures, the opening price at such Auction shall be the highest and/or best offer of a Qualified Bidder selected and announced by the Debtor at the commencement of the Auction;
 - ii. Only Qualified Bidders may bid at the Auction. If multiple Qualified Bids are received, each Qualified Bidder shall have the right to continue to improve its Qualified Bid at the Auction;
 - iii. Each subsequent overbid must provide an incremental amount of at least \$100,000.00 of value to the Debtor over the Minimum Overbid, or such other amount as designated by the Debtor from time to time;
 - iv. Each bidder will be permitted a fair, but limited, amount of time to respond to the previous bid at the Auction;
 - v. The Auction shall be conducted openly and each bidder will be informed of the terms of the previous bid determined by the Debtor to have been the highest and otherwise best bid;
 - vi. At the conclusion of the Auction and subject to Court approval following the Auction, the Debtor shall announce as the highest or otherwise best bid for the Purchased Assets the Successful Bidder as well as the second highest or otherwise best bid for the Purchased Assets, the Backup Bidder;
 - vii. The Auction may be adjourned by the Debtor from time to time without further notice other than an announcement of such adjournment by the Debtor at the Auction;
 - viii. Upon the conclusion of the Auction, the Debtor will request that the Court enter the Sale Order approving the sale of the Purchased

Assets to the Successful Bidder, or, should the Successful Bidder fail to close the sale, the Backup Bidder; free and clear of all liens, claims and encumbrances to the fullest extent allowed under section 363(f) of the Bankruptcy Code; and

- ix. The actual bidding at the Auction shall be transcribed or otherwise recorded;

provided that, notwithstanding the foregoing, the Debtor may promulgate such additional rules for the Auction as the Debtor, in its reasonable discretion, deems to be in the best interests of the Debtor's estate.

- g. **Successful Bidder.** The Debtor shall select the highest and best bid as the Successful Bidder. The Debtor may (a) reject any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bid Procedures or the terms and conditions of sale, or (iii) contrary to the best interests of Debtor, its estate and creditors, and/or (b) refuse to consider any bid that fails to comply with the Bid Procedures. After the determination of the Successful Bidder, the Debtor shall promptly execute the asset purchase agreement previously executed and submitted by such Successful Bidder, together with any changes thereto necessitated by the parties' actions at the Auction.
- h. **Backup Bidder.** If the Successful Bidder fails to consummate the sale, breaches the asset purchase agreement executed by the Successful Bidder or otherwise fails to perform, (a) the Debtor may consummate the proposed sale with the next highest or best bidder at the Auction (i.e., the Backup Bidder), without the need for further Court approval, (b) the Debtor will retain the Deposit of such bidder, and (c) the Debtor will maintain the right to pursue all available remedies against the Successful and Backup Bidders.
- i. **Deposits.** All Deposits (without interest) shall be returned to each bidder not selected by the Debtor as the Successful Bidder or Backup Bidder no later than five (5) business days following the conclusion of the Auction. The Deposit (without interest) of the Backup Bidder shall be returned to the Backup Bidder no later than 72 hours after the closing of the transaction. If the Successful Bidder timely closes the transaction, its Deposit (without interest) shall be credited towards the Purchase Price. If the Successful Bidder fails to timely close the transaction, and the Purchased Assets are sold to the Backup Bidder, such Backup Bidder's Deposit (without interest) shall be credited towards the Purchase Price.
- j. **Credit Bidding.** Purchaser will be allowed to credit bid the full amount due of the prepetition secured indebtedness that it received through assignment from Dominion Capital, LLC.

- k. Fees and Expenses. All bidders submitting bids shall bear their own fees and expenses in connection with the bid, the bid process, the Auction and the proposed sale, whether or not such sale is ultimately approved, unless otherwise agreed to by the Debtor and approved by the Court.

EXHIBIT 4

ASSIGNMENT OF DOMINION CREDIT FACILTIY

ASSIGNMENT AGREEMENT

This Assignment Agreement (the “**Agreement**”) is made by and between Dominion Capital LLC (the “**Assignor**”) and Kologik Capital, LLC (the “**Assignee**”), effective September 27, 2017. (The Assignor and the Assignee are sometimes referred to in this Agreement singly as a “**Party**” or collectively as the “**Parties**”).

WHEREAS, Assignor holds those certain 12% Original Issue Discount Senior Secured Convertible Promissory Note, due September 23, 2017, those certain 10% Original Issue Discount Senior Secured Convertible Promissory Notes due November 14, 2017 and those certain 10% Original Issue Discount Senior Secured Convertible Promissory Notes due December 20, 2017, of COPsync, Inc., a Delaware Corporation (the “**Company**”) with an aggregate current principal amount due of \$1,056,012.10 (each a “**Note**” or in the aggregate, the “**Notes**” or the “**Assigned Notes**”) and all obligations related thereto, except as otherwise defined herein (the “**Obligations**”);

WHEREAS, as security for the Obligations, the Company executed certain security agreements, including (i) that certain Security Agreement dated September 26, 2016; and (ii) that certain Intellectual Property Security Agreement dated September 26, 2016 (collectively, the “**Security Agreements**”);

WHEREAS, the Assignor wishes to sell and assign the Notes and the Security Agreements to the Assignee as provided herein;

WHEREAS, the Assignee desires purchase and to accept the assignment, which purchase will be financed by the Assignor pursuant to the terms set forth in that Kologik Note (as defined below), that certain Securities Purchase Agreement by and between the Parties, and other related documents executed by and between the Parties (collectively the “**Transaction Documents**”) ; and

WHEREAS, the above Recitals are incorporated into and made part of this Agreement and Parties intend to be bound by the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, and intending to be legally bound, the Parties agree as follows:

1. Assignment of Rights. For the consideration set forth below, and subject to the terms herein, Assignor hereby assigns and transfers to the Assignee, the Assigned Notes, the Security Agreements, and all rights, title and interest of Assignee in and to any other document executed or delivered by the Company in connection with the Assigned Notes and any other document or transaction evidencing indebtedness or security therefor of Company in favor of the Assignor.
2. Consideration (i) the Assignee’s agreement to pay Assignor of \$1,425,417.77 (the “Assignment Consideration”) as provided in Schedule 1 hereto, and as evidenced by the issuance of a senior secured note in Assignee for an aggregate principal amount of \$1,425,417.77 (the “Kologik Note”), in a form substantially similar to the form of note attached as Exhibit A hereto and with the material terms set forth below; and the Assignee’s assumption of the Assignor’s Obligations with respect to the Assigned Notes.
 - 2.1 Senior Secured as evidenced by UCCs filed on all assets.
 - 2.2 24-month maturity.
 - 2.3 12% annual interest rate.
 - 2.4 \$25,000 per month payments until maturity.

3. Representations and Warranties.

(a) The Assignor has all power and authority to execute, deliver and perform this Agreement. All company or corporate action on the part of the Assignor necessary for the authorization of this Assignment and the performance of all obligations of the Assignor hereunder have been taken and properly approved.

(b) This Agreement is the valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms. The execution, delivery and performance of this Agreement will not (i) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to the Assignor, (ii) violate or contravene any provision of the organizational documents of the Assignor, or (iii) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which the Assignor is a party or by which it or any of its properties may be bound or result in the creation of any lien thereunder.

(c) The Assignor is the only record and beneficial owner and holder of the Assigned Notes, and the Assigned Notes have not been assigned, pledged, sold, transferred or otherwise previously conveyed. Upon the Closing, and assuming compliance with the Transaction Documents, Assignee will be the sole owner and beneficiary under all of the Assigned Notes.

(d) The assignment of the Assigned Notes is and will be exempt from the registration and prospectus delivery requirements of the Securities Act of 1933, as amended (the "Act"), and have been registered or qualified (or are exempt from registration and qualification) under the registration, permit, or qualification requirements of all applicable state securities laws.

(e) The Assigned Notes and the Security Agreements are bona fide obligations of the Company, and were executed by the persons whose signatures appear therein. The balance due under the Assigned Notes is as set forth above.

(f) Except for that certain waiver and carve out in favor of MEF I, LP, dated April 6, 2017, Assignor has not modified, amended, satisfied, canceled or subordinated the Assigned Notes, the Security Agreements or any other document executed or delivered by the Company in connection therewith, and (ii) the Assigned Notes, the Security Agreements or any other document executed or delivered by the Company in connection therewith have not been released, in whole or in part. Assignor has not executed any instrument of release, subordination, cancellation or satisfaction with respect to the Assigned Notes, the Security Agreements or any other document executed or delivered by the Company in connection therewith and Assignor has not entered into a forbearance or friendly foreclosure agreement with the obligor under the Assigned Notes.

(g) Assignor has not issued any payoff letters for an amount less than the full amount due and owing in connection with the Assigned Notes. There are no reserves, holdbacks, or escrows in connection with the Assigned Notes.

4. Assignee Bound. Subject to the terms hereof and the accuracy of the representations and warranties herein, the Assignee hereby accepts the foregoing assignment of the Assigned Notes.
5. The Assignee will acquire the Assigned Notes for the Assignee's own account for investment and not with a view to the sale or distribution thereof or the granting of any participation therein in contravention of applicable law, and has no present intention of distributing or selling to others any of such interest or granting any participation therein. Further, the Assignee has not offered or sold any portion of the Assigned Notes and has no present intention of dividing such Assigned Notes

with others or of reselling or otherwise disposing of any portion of such Assigned Notes either currently or after the passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance. The Assignor has taken no action that would impair its ability to effect this Assignment by utilizing the exemption provided by Section 4(a)(1) as to the Assigned Notes.

6. Benefit and Assignments. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided that no Party, except the Assignee (who in any event shall remain obligated to the Assignor under this Agreement), shall assign or transfer all or any portion of this Agreement without the prior written consent of the other Party, and any such attempted assignment shall be null and void and of no force or effect.
7. Jurisdiction and Venue. The Parties agree that this Agreement shall be construed solely in accordance with the laws of the State of New York, notwithstanding its choice or conflict of law principles, and any proceedings arising among the Parties in any matter pertaining or related to this Agreement shall, to the extent permitted by law, be heard solely in the State and/or Federal courts located in the Borough of Manhattan, New York.
8. Headings. The paragraph headings of this Agreement are for convenience of reference only and do not form a part of the terms and conditions of this Agreement or give full notice thereof.
9. Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
10. Entire Agreement. This Agreement contains the entire understanding between the parties, no other representations, warranties or covenants having induced either party to execute this Agreement, and supersedes all prior or contemporaneous agreements with respect to the subject matter hereof. This Agreement may not be amended or modified in any manner except by a written agreement duly executed by the party to be charged, and any attempted amendment or modification to the contrary shall be null and void and of no force or effect.
11. Counterparts. This Agreement may be executed in any number of counterparts by original, facsimile or email signature. All executed counterparts shall constitute one Agreement, notwithstanding that all signatories are not signatories to the original or the same counterpart. Facsimile and scanned signatures are considered original signatures.
12. Modification. This Agreement may only be modified in a writing signed by all Parties.

[Balance of the Page Intentionally Blank; Signature Page on Next Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

DOMINION CAPITAL LLC

By: _____

Name: Mikhail Gurevich

Title: Managing Member, Dominion Capital
Holdings LLC as Managing Member
of Dominion Capital LLC

Kologik Capital, LLC

By:  _____

Name: Matthew Terjane

Title: CEO

COPsync, Inc. hereby acknowledges this assignment and agrees that it shall recognize the Assignee as the true and lawful owner of the Assigned Note:

COPSYNC, INC.

By: _____

Name:

Title:

SCHEDULE 1

Payment	Date	Interest	Principal	Total Amount	Remaining Principal
1	10/1/2017	950.28	24,049.72	25,000.00	1,401,368.05
2	11/1/2017	14,254.18	10,745.82	25,000.00	1,390,622.23
3	12/1/2017	13,906.22	11,093.78	25,000.00	1,379,528.45
4	1/1/2018	13,795.28	11,204.72	25,000.00	1,368,323.74
5	2/1/2018	13,683.24	11,316.76	25,000.00	1,357,006.97
6	3/1/2018	13,570.07	11,429.93	25,000.00	1,345,577.04
7	4/1/2018	13,455.77	11,544.23	25,000.00	1,334,032.81
8	5/1/2018	13,340.33	11,659.67	25,000.00	1,322,373.14
9	6/1/2018	13,223.73	11,776.27	25,000.00	1,310,596.87
10	7/1/2018	13,105.97	11,894.03	25,000.00	1,298,702.84
11	8/1/2018	12,987.03	12,012.97	25,000.00	1,286,689.87
12	9/1/2018	12,866.90	12,133.10	25,000.00	1,274,556.77
13	10/1/2018	12,745.57	12,254.43	25,000.00	1,262,302.34
14	11/1/2018	12,623.02	12,376.98	25,000.00	1,249,925.36

15	12/1/2018	12,499.25	12,500.75	25,000.00	1,237,424.61
16	1/1/2019	12,374.25	12,625.75	25,000.00	1,224,798.86
17	2/1/2019	12,247.99	12,752.01	25,000.00	1,212,046.85
18	3/1/2019	12,120.47	12,879.53	25,000.00	1,199,167.32
19	4/1/2019	11,991.67	13,008.33	25,000.00	1,186,158.99
20	5/1/2019	11,861.59	13,138.41	25,000.00	1,173,020.58
21	6/1/2019	11,730.21	13,269.79	25,000.00	1,159,750.79
22	7/1/2019	11,597.51	13,402.49	25,000.00	1,146,348.29
23	8/1/2019	11,463.48	13,536.52	25,000.00	1,132,811.78
24	9/1/2019	11,328.12	13,671.88	25,000.00	1,119,139.90

EXHIBIT A

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

DOMINION CAPITAL LLC

By: 
Name: Mikhail Gurevich

Title: Managing Member, Dominion Capital
Holdings LLC as Managing Member
of Dominion Capital LLC

Kologik Capital, LLC

By: _____
Name:

Title:

COPsync, Inc. hereby acknowledges this assignment and agrees that it shall recognize the Assignee as the true and lawful owner of the Assigned Note:

COPSYNC, INC.

By: _____
Name:
Title:

EXHIBIT 5

PROPOSED BID PROCEDURES ORDER

**UNITED STATES BANKRUPTCY COURT FOR
EASTERN DISTRICT OF LOUISIANA**

In re

COPsync, Inc.,

Debtor

)
)
)
)
)
)
)

Chapter 11

Case No.

Section

**ORDER (A) AUTHORIZING AND APPROVING BID PROCEDURES TO
BE EMPLOYED IN CONNECTION WITH THE PROPOSED SALE OF
THE DEBTOR’S ASSETS, (B) SCHEDULING AN AUCTION AND SALE
HEARING, (C) AUTHORIZING AND APPROVING ASSIGNMENT
PROCEDURES, (D) APPROVING THE MANNER AND FORM OF
NOTICE OF THE AUCTION AND ASSIGNMENT PROCEDURES AND
(E) GRANTING RELATED RELIEF**

CONSIDERING the motion [P-___] (the “Motion”) of COPsync, Inc. (the “Debtor”), the debtor and debtor in possession in the above-captioned case (the “Case”), for entry of an Order (the “Bid Procedures Order”), pursuant to sections 105, 363 and 365 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq., and Rules 2002, 6004 and 9008 of the Federal Rules of Bankruptcy Procedure: (a) authorizing and approving bid procedures (the “Bid Procedures”) to be employed in connection with the proposed sale and transfer (the “Sale”) of the assets (the “Purchased Assets”) of the Debtor through either the (i) the asset purchase agreement (the “Stalking Horse APA”) of Kologik Capital, LLC (the “Purchaser”) or (ii) a conformed APA, substantially in the form attached to this Bid Procedures Order as Exhibit “A” (the “Overbid APA”) (the Stalking Horse APA and Overbid APA are interchangeably referred to, when relevant, as the “Purchase Agreement”); (b) scheduling an auction (the “Auction”) and a hearing (the “Sale Hearing” leading to the “Sale Order”) within sixty (60) days of the Petition Date to consider approval of the Sale; (c) authorizing and approving procedures (the “Assignment Procedures”) to be employed in connection with the assumption and assignment of certain

contracts (the “Assumed Contracts”) and leases (the “Assumed Leases”) of the Debtor; (d) approving the manner and form of notice of the auction with respect to the Sale, the Sale Hearing and the Assignment Procedures, substantially in the form attached to the Bid Procedures Order as Exhibit “B” (the “Sale Notice”) and Exhibit “C” (the “Assignment Notice”); and (e) granting related relief, all as more fully set forth in the Motion; no previous motion for similar relief having been made; it appearing that the Court has jurisdiction over this matter; it appearing that due notice of the Motion as set forth therein is sufficient under the circumstances and that no other or further notice need be provided; it further appearing that the relief requested in the Motion is in the best interests of the Debtor and its estate and creditors; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. All objections to the Motion and/or the entry of the Bid Procedures Order not otherwise withdrawn are overruled.
3. Unless otherwise ordered by the Court, the following Bid Procedures shall govern the bidding and the Auction with respect to the Sale of the Purchased Assets:
 - a. **Qualified Bids.** Each bidder other than Purchaser shall, on or before _____ at five (5 p.m.) pm CDT (the “Bid Deadline”), deliver to the Debtor’s counsel via email to Mr. John M. Duck, john.duck@arlaw.com, to be eligible to participate in the Auction of the Purchased Assets, a bid, which bid unless otherwise decided by the Debtor in its reasonable discretion shall only be considered a qualified bid (a “Qualified Bid”) if the bidder (a “Qualified Bidder”) complies with, and such Qualified Bid contains all, of the following:
 - i. An executed confidentiality agreement in a form reasonably satisfactory to the Debtor, which shall include appropriate and customary protections associated with confidential and proprietary

information and inure to the benefit of the Successful Bidder (as defined below);

- ii. A cash deposit of 10% of the purchase price (the “Deposit”), which will be held by the Debtor’s bankruptcy counsel in its client trust account with no interest due to the bidder as a refundable deposit for application against the purchase price at the closing of the transaction, or returned to the bidder within five (5) business days following conclusion of the Auction, unless the bidder is the Successful Bidder or the next best bidder (the “Backup Bidder”) whose Deposits shall be held as set forth below;
- iii. An executed asset purchase agreement on substantially the terms of, or on terms more favorable to the Debtor than those set forth in the Overbid APA attached hereto as Exhibit A, which Overbid APA shall (a) specify the amount of cash or other form of consideration offered by the bidder for the Purchased Assets, with a minimum initial bid comprised of two components: (i) a cash bid of \$2,100,000.00 (computed as Purchaser’s \$1,000,000.00 credit bid, plus Purchaser’s assumption of the \$300,000.00 DIP Facility, plus Purchaser’s \$600,000 bid of cash, plus Purchaser’s \$100,000.00 breakup fee, plus the \$100,000.00 minimum overbid increment) and (ii) a cash or other consideration bid that the Debtor in its reasonable discretion considers to equal in value Purchaser’s ten (10) percent membership interest and associated option, which membership interest and option will have a minimum value for the purposes of this Sale of \$500,000.00 ((a) and (b) collectively the “Minimum Overbid”) (b) constitute an irrevocable offer by such the bidder to complete its proposed purchase upon the terms set forth therein, and must be irrevocable until closing of the Sale of the Purchased Assets, (c) include a copy of a board resolution or similar document demonstrating the authority of the bidder to submit an offer to purchase the Purchased Assets on the terms proposed by such the bidder and identifies the officer(s) or authorized agent(s) appearing on behalf of the bidder, and (d) include information demonstrating to the Debtor that the bidder has the financial wherewithal to close the transaction;
- iv. A disclaimer of any right of the bidder to receive a fee analogous to a break-up fee or to compensation under Section 503(b) of the Bankruptcy Code for making a substantial contribution; and
- v. Such other information reasonably requested by the Debtor.
- vi. The Debtor shall provide copies of all bids that it considers to be Qualified Bids to each Qualified Bidder upon receipt.

- b. **Qualified Bidders.** The Debtor shall determine whether a bid qualifies as a Qualified Bid. Unless otherwise decided by the Debtor in its reasonable discretion, only those persons other than Purchaser who have submitted a Qualified Bid in compliance with this Bid Procedures Order shall be a Qualified Bidder. Purchaser is a Qualified Bidder.
- c. **Due Diligence.** Upon execution of the Confidentiality Agreement, any prospective bidder that wishes to conduct due diligence on the Debtor or its assets shall be granted access to all material information that has been or will be provided to other prospective bidders, subject, in all cases, to the terms and conditions of the Confidentiality Agreement, applicable law or other restrictions the Debtor may deem necessary or appropriate to protect the proprietary of the information of the Debtor. The due diligence period for bidders will end at five o'clock p.m. (5 p.m.) CDT one business day prior to the Bid Deadline. The Debtor shall coordinate all reasonable requests for additional information and due diligence access from potential bidders. No conditions relating to the completion of due diligence shall be permitted to exist after the Bid Deadline. The Purchased Assets shall be sold on an "as is, where is" basis and by submitting a bid, each potential bidder acknowledges such.
- d. **Breakup Fee.** Purchaser shall be entitled to break-up fee of \$100,000.00 in order to reimburse it for the time, effort and cost it has expended in becoming the stalking horse bidder.
- e. **No Bids/One Qualified Bid.** In the event the Debtor does not receive a Qualified Bid in addition to Purchaser, the Debtor shall request at the Sale Hearing that the Bankruptcy Court approve the Sale of the Purchased Assets to Purchaser through the Sale Order and rule that the Sale Order be immediately effective upon entry.
- f. **The Auction.** In the event the Debtor receives more than one Qualified Bid, an Auction shall commence in at 10:00a.m. (prevailing Central Time) on _____, a date that is within sixty (60) days of the Petition Date, at the offices of Debtor's counsel in New Orleans, Louisiana. Each Qualified Bidder shall be invited to attend the Auction which must be attended in person. The following rules shall govern the Auction:
 - i. Subject to the limitations set forth in these Bid Procedures, the opening price at such Auction shall be the highest and/or best offer of a Qualified Bidder selected and announced by the Debtor at the commencement of the Auction;
 - ii. Only Qualified Bidders may bid at the Auction. If multiple Qualified Bids are received, each Qualified Bidder shall have the right to continue to improve its Qualified Bid at the Auction;

- iii. Each subsequent overbid must provide an incremental amount of at least \$100,000.00 of value to the Debtor over the Minimum Overbid, or such other amount as designated by the Debtor from time to time;
- iv. Each bidder will be permitted a fair, but limited, amount of time to respond to the previous bid at the Auction;
- v. The Auction shall be conducted openly and each bidder will be informed of the terms of the previous bid determined by the Debtor to have been the highest and otherwise best bid;
- vi. At the conclusion of the Auction and subject to Court approval following the Auction, the Debtor shall announce as the highest or otherwise best bid for the Purchased Assets the Successful Bidder as well as the second highest or otherwise best bid for the Purchased Assets, the Backup Bidder;
- vii. The Auction may be adjourned by the Debtor from time to time without further notice other than an announcement of such adjournment by the Debtor at the Auction;
- viii. Upon the conclusion of the Auction, the Debtor will request that the Court enter the Sale Order approving the sale of the Purchased Assets to the Successful Bidder, or, should the Successful Bidder fail to close the sale, the Backup Bidder; free and clear of all liens, claims and encumbrances to the fullest extent allowed under section 363(f) of the Bankruptcy Code; and
- ix. The actual bidding at the Auction shall be transcribed or otherwise recorded;

provided that, notwithstanding the foregoing, the Debtor may promulgate such additional rules for the Auction as the Debtor, in its reasonable discretion, deems to be in the best interests of the Debtor's estate.

- g. **Successful Bidder.** The Debtor shall select the highest and best bid as the Successful Bidder. The Debtor may (a) reject any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bid Procedures or the terms and conditions of sale, or (iii) contrary to the best interests of Debtor, its estate and creditors, and/or (b) refuse to consider any bid that fails to comply with the Bid Procedures. After the determination of the Successful Bidder, the Debtor shall promptly execute the asset purchase agreement previously executed and submitted by such Successful Bidder, together with any changes thereto necessitated by the parties' actions at the Auction.

- h. Backup Bidder. If the Successful Bidder fails to consummate the sale, breaches the asset purchase agreement executed by the Successful Bidder or otherwise fails to perform, (a) the Debtor may consummate the proposed sale with the next highest or best bidder at the Auction (i.e., the Backup Bidder), without the need for further Court approval, (b) the Debtor will retain the Deposit of such bidder, and (c) the Debtor will maintain the right to pursue all available remedies against the Successful and Backup Bidders.
- i. Deposits. All Deposits (without interest) shall be returned to each bidder not selected by the Debtor as the Successful Bidder or Backup Bidder no later than five (5) business days following the conclusion of the Auction. The Deposit (without interest) of the Backup Bidder shall be returned to the Backup Bidder no later than 72 hours after the closing of the transaction. If the Successful Bidder timely closes the transaction, its Deposit (without interest) shall be credited towards the Purchase Price. If the Successful Bidder fails to timely close the transaction, and the Purchased Assets are sold to the Backup Bidder, such Backup Bidder's Deposit (without interest) shall be credited towards the Purchase Price.
- j. Credit Bidding. Purchaser will be allowed to credit bid the full amount due of the prepetition secured indebtedness that it received through assignment from Dominion Capital, LLC.
- k. Fees and Expenses. All bidders submitting bids shall bear their own fees and expenses in connection with the bid, the bid process, the Auction and the proposed sale, whether or not such sale is ultimately approved, unless otherwise agreed to by the Debtor and approved by the Court.

4. The Sale Hearing shall be held on _____ at 1:00 p.m. (Central Time), or as soon thereafter as counsel may be heard, before the Honorable _____, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Eastern District of Louisiana. At the Sale Hearing, the Debtor will seek entry of the Sale Order. The Sale Hearing may be adjourned from time to time without further notice other than an announcement by the Debtor in Court on the date scheduled for the Sale Hearing.

5. The form of Sale Notice and Assignment Notice are hereby approved. The Debtor shall serve within two (2) business days (by first class mail, postage prepaid) after

entry of this Bid Procedures Order (the “Mailing Deadline”), the Sale and Assignment Notice upon the Service Parties.

6. Responses or objections, if any, to the entry of the Sale Order shall be filed with this Court and served, so as to be actually received no later than _____ at 5:00 p.m. (Central Standard Time) (the “Objection Deadline”) on: (i) the Debtor, c/o Adams & Reese LLP, 701 Poydras Street, Suite 4500, New Orleans, LA 70139 (Attn: John M. Duck, Esq.); (ii) the Secured Lender and Purchaser, c/o Stewart Robbins & Brown LLC, 301 Main Street, Suite 1640, Baton Rouge, LA 70801 (Attn: Paul Douglas Stewart, Jr., Esq.); (iii) counsel to the Committee, if any, and (iv) the Office of the United States Trustee for the Eastern District of Louisiana, Texaco Center, Suite 2110, 400 Poydras Street, New Orleans, LA. 70130 (Attn: _____, Esq.).

7. The Debtor is authorized and empowered to take such steps, incur and pay such costs and expenses and do such things as may be reasonably necessary to fulfill the notice requirements established by this Bid Procedures Order.

8. The following Assignment Procedures shall govern the assumption and assignment of the Assumed Contracts and Assumed Leases in connection with the Sale of the Purchased Assets to the Successful Bidder:

- a. Not later than fourteen (14) days prior to the Sale Hearing (as may be adjourned from time to time), the Debtor shall file with the Court a list (the “Cure Schedule”) identifying such contracts and leases which may constitute Assumed Contracts and Assumed Leases in connection with the Sale and the amounts necessary to cure defaults and/or provide compensation or adequate assurance of compensation for actual pecuniary loss resulting from a default at the time of assumption as determined by the Debtor (such amounts, “Cure Payment Liability”), with the Purchaser to pay any such Cure Payment Liabilities for any Assumed Contracts and any Assumed Leases. The Debtor shall serve all counterparties to such contracts and leases with the Assignment Notice, specifically stating that the Debtor is or may be seeking the sale, assumption and assignment of

such contracts and leases and notifying such parties of the deadline for objecting (a "Cure/Assignment Objection") to the amount of any Cure Payment Liability related thereto, which deadline shall be three (3) business days prior to the Sale Hearing, so as to enable any such party to object to the proposed Cure Payment Liability and the Court to determine such Cure Payment Liability as promptly as is reasonably possible.

- b. In cases in which the Debtor is unable to establish that a default exists, the relevant Cure Payment Liability shall be set at \$0.00 in the Assignment Notice.
- c. Notwithstanding anything herein to the contrary, the Debtor may, from time to time, modify the Cure Schedule to add or remove a contract or lease counterparty or to modify the proposed Cure Payment Liability with respect to any counterparty. The non-debtor counterparty to any such contract or lease will be provided written notice of any such modification and at least fourteen (14) days advance notice of its deadline to object to such modification, and the Debtor will seek to set any such objection for hearing before the Court as promptly as is reasonably possible.

9. To the extent this Bid Procedures Order is inconsistent with any prior order or pleading with respect to the Motion in this Case, the terms of this Bid Procedures Order shall govern.

10. Notwithstanding the possible applicability of Bankruptcy Rules 6003 and 6004(h), or otherwise, this Court, for good cause shown, orders that the terms and conditions of this Bid Procedures Order shall be immediately effective and enforceable upon its entry.

EXHIBIT A TO BID PROCEDURES ORDER

(Overbid APA)

ASSET PURCHASE AGREEMENT – OVERBID

This Asset Purchase Agreement (the “Agreement”) is made as of the ____ day of _____, 2017, between COPSync, Inc. (“Seller”), and _____ (“Purchaser”).

RECITALS:

WHEREAS, Seller is a Chapter 11 Debtor in Possession, having filed a a voluntary bankruptcy petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Louisiana (the “Bankruptcy Court”) entitled *In re COPSync, Inc.* No. _____ (the “Bankruptcy Case”);

WHEREAS, Purchaser desires to purchase the majority of the Seller’s assets relating to the Business (excluding the Excluded Assets, the “Purchased Assets”) including without limitation, those assets listed on Exhibit “A”, but, notwithstanding anything else herein, excluding those assets listed on Exhibit “B” (the “Excluded Assets”), from Seller, who desires to sell the Purchased Assets to Purchaser, in accordance with the terms, covenants and conditions set forth in this Agreement;

WHEREAS, Seller is the owner, operator, provider of software and technology services from offices located in Louisiana and Texas (the “Business”);

WHEREAS, Seller has filed a motion seeking the approval of the sale of the Purchased Assets (as defined below) (the “Sale Motion”);

NOW, THEREFORE, in consideration of the terms, covenants and conditions as hereinafter set forth, the parties (the “Parties”) agree as follows:

1. Agreement to Sell and Purchase.

a. Seller agrees to sell, convey and assign all of Seller’s right, title, and interest in and to the Purchased Assets to Purchaser (the “Sale”), and Purchaser agrees to purchase, accept and assume such right, title and interest in and to the Purchased Assets, no later than five (5) calendar days following the date that the Sale Order is rendered (such date on which the Purchased Assets are sold hereunder, the “Closing Date”); provided, Purchaser’s obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction of such other conditions to closing as are specified in Sections 3 and 4 of this Agreement as of the Closing Date.

b. Purchaser understands that this Agreement will be disclosed to the Bankruptcy Court.

c. As provided in the Sale Motion, Seller shall, in consultation with and the consent of Purchaser and in connection with this Agreement, seek an order from the Bankruptcy Court approving the assumption and assignment of such unexpired leases and/or executory contracts of Seller (“Seller’s Contracts”) to the Purchaser as designated in Exhibit “C.” In the event of such an order approving assumption and assignment to the Purchaser, the Purchaser shall pay, as part of the Purchase Price consideration herein, all assumption and cure costs, if any, required for

those Seller's Contracts being assumed by the Purchaser. The fact that such an order approving assumption and assignment to the Purchaser is not entered shall have no effect on the Parties' obligations to close hereunder.

d. **Sale Order.** Time is of the essence for Purchaser to perform all of the obligations required on its part to be performed under this Agreement by the Closing Date. Purchaser has a one-time right to extend the Closing Date for up to fourteen (14) calendar days from the date upon which all of the conditions to closing set forth in Sections 3(a) are satisfied. The Closing Date may otherwise only be extended upon agreement of the Parties.

2. **Amount and Manner of Payment of Purchase Price.**

a. Purchaser agrees to pay at Closing the following consideration for the acquisition of the Purchased Assets (the "Purchase Price"):

(i) \$_____ in cash (must exceed \$2,100,000)

(ii) _____, valued at \$_____ (cash or noncash consideration, must be valued at more than \$500,000)

b. **Deposit.** Purchaser shall provide herewith a deposit in the amount of ten (10%) percent of the Purchase Price ("Deposit"). The Deposit shall be applied to the Purchase Price at Closing, unless returned to Purchaser or otherwise applied as provided herein in the event the sale to Purchaser does not close.

c. Any and all Purchased Assets, rights or interests that may be referred to in this Agreement will be conveyed by a bill of sale and assignment and assumption agreement to be delivered hereunder, which bill of sale and assignment and assumption agreement will be consistent with the terms of Sections 4(b) and 4(c) hereof (the "Bill of Sale"). This provision shall survive Closing.

d. Any Purchased Asset(s) that is/are owned by any officer, owner, or employee of Seller at its office locations or other premises, is excluded from this Agreement. Any such Excluded Asset(s) is/are expressly listed on Exhibit "B." Any and all insurance proceeds for claims arising prior to the Closing, irrespective of the date of receipt of such insurance proceeds, are excluded from this Agreement and remain the property of Seller's bankruptcy estate. All assets set forth in Exhibit "B" are expressly excluded from the sale to the Purchaser. This provision shall survive Closing.

3. **Bankruptcy Court Approval; Other Closing Conditions.**

a. Each Party's obligations to close under this Agreement are entirely subject to, and contingent upon, approval of the transaction embodied in this Agreement by the Bankruptcy Court, as may be reflected in the Sale Order and such order not being subject to a stay. Purchaser will cooperate and assist Seller as necessary, including providing witnesses (at its own cost and expense) for any evidentiary hearing, relating to obtaining the Sale Order and such order not being subject to a stay.

b. Without limitation of the foregoing, Purchaser's obligations under this Agreement are subject to, and contingent upon, satisfaction of the following conditions:

(i) The representations and warranties of Seller hereunder shall be true and correct at and as of the date of the Closing, except in all cases where the failure of such representations and warranties to be true and correct is not or does not cause a Material Adverse Effect; and

(ii) Seller shall have performed and complied, in all material respects, with all covenants to be performed by Seller hereunder, except in all cases where the failure of Seller to comply is not or does not cause a Material Adverse Effect. For purposes hereof, a "Material Adverse Effect" shall mean any adverse change or effect to (or as reasonably expected to) the value of the Purchased Assets by more than fifteen (15%) percent.

4. Conditions of Sale.

a. Purchaser's obligations hereunder are not conditioned or contingent upon Purchaser obtaining financing from any source.

b. Except to the extent that a representation is made specifically elsewhere in this Agreement, Seller has not made and does not make any representations as to the physical condition, rents, leases, expenses, operations, properties, premises, assets, or any other matter or thing affecting or related to the Purchased Assets or this transaction, which might be pertinent to the purchase of the Purchased Assets or the execution of this Agreement, and Purchaser affirmatively waives any rights and claims for recovery or reduction of the Purchase Price or any portion thereof. Specifically, and not by way of limitation, except to the extent that a representation is made specifically elsewhere in this Agreement, Seller has not made, and does not make, any representations as to (i) the current or future tax liability, assessment or valuation of any of the Purchased Assets; (ii) the present and future condition and operating state of any and all of Seller's properties; (iii) the status of any of Seller's Contracts or agreements; or (iv) the presence or absence of any laws, ordinances, rules or regulations issued by any governmental authority, agency or board and any violations thereof. Purchaser hereby expressly acknowledges that no such representations have been made. Seller is not liable or bound in any manner by expressed or implied warranties, guaranties, promises, statements, representations or information pertaining to the Purchased Assets made or furnished by any broker, agent, employee, servant or other person representing or purporting to represent Seller unless such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth herein. All understandings and agreements heretofore had between the Parties are merged in this Agreement, which alone fully and completely expresses their agreement.

c. Purchaser has inspected the Purchased Assets, and covenants and agrees to accept possession of the Purchased Assets in its/their "as is", "where is" condition on the date of this Agreement, subject to normal or reasonable use, wear and tear and deterioration through Closing. Seller is not obligated to make any repairs, alterations, improvements or additions thereto whatsoever. Seller provides no warranties or indemnities to Purchaser whatsoever, even as to a return of the Purchase Price.

d. The sale is being made in accordance with the provisions of Bankruptcy Code §363 (and may be effectuated in connection with a plan and disclosure statement, if applicable, depending upon the circumstances of the Bankruptcy Case) with the Purchased Assets to be sold free and clear of all liens, claims, and encumbrances of whatever kind or nature (the "Liens"), with Liens, if any, to attach to the net proceeds of the Purchase Price, in the order of priority of such Liens as they existed on the filing date of the Bankruptcy Case or as otherwise provided by law or order of the Bankruptcy Court.

e. This Agreement is being submitted in accordance with the bid procedures approved by the Bankruptcy attached hereto as Exhibit "D" ("Bid Procedures").

f. Purchaser is not assuming any obligations or liabilities of Seller other than the obligations under any of the assumed Seller's Contracts. All other obligations and liabilities of Seller are being retained by Seller and Seller's estate.

5. The Closing.

(a) The closing documents will be delivered at the office of Seller's counsel at 10:00 a.m. Central Time on or before the Closing Date, with such delivery of the Bill of Sale and receipt sometimes referred to herein as the "Closing".

(b) Purchaser will have a one-time right to adjourn the Closing for fourteen (14) calendar days from the date upon which all of the conditions to closing set forth in Section 3(a) or elsewhere in this Agreement are satisfied; thereafter, Purchaser will not have a right to further adjourn the Closing, with time being of the essence with respect to Purchaser's obligations to pay the balance of the Purchase Price at the Closing and accept the Bill of Sale on the Closing Date. Such right to adjourn will be exercised by notice of such exercise given by the respective Party in accordance with the provisions of this Agreement governing the giving of notice, provided that notice of exercise may be given orally if exercise is made at the date, time and place then scheduled for Closing and confirmed by the transmission of written notice on such date in accordance with such provisions.

(c) At Closing, Purchaser will deliver: (i) the Purchase Price; (ii) the Bill of Sale; and (iii) any such other documents reasonably necessary to effectuate this Agreement and the Closing on the sale of the Purchased Assets.

(d) At Closing, Seller shall deliver to Purchaser: (i) the Sale Order; (ii) the Bill of Sale; and (iii) all such other standard and customary documents necessary to effectuate this Agreement and the Closing on the sale of the Purchased Assets as reasonably requested by Purchaser.

6. Adjustments and Prorations; Access to Books and Records; Etc.

(a) The following, if applicable, are to be apportioned as of midnight of the date before Closing Date: (i) property taxes on the Purchased Assets and (ii) any other charges agreed to by the Parties.

(b) In the event that subsequent to the Closing Date, the Purchaser, or its agent, receives any payment for goods and/or services rendered by Seller for the period prior to the Closing Date, Purchaser shall immediately transmit same to Seller with a written description of the source thereof, including a copy of the check from the customer or client, as applicable. In the event that subsequent to the Closing Date, Seller receives any payment for goods and/or services rendered by the Purchaser for the period on and after the Closing Date, Seller shall promptly remit such amount to Purchaser with a written description of the source thereof, including a copy of the check from the customer or client, as applicable.

(c) Following the Closing, Purchaser shall, upon the reasonable request of Seller, provide Seller with reasonable access to the books and records of Seller included in the Purchased Assets, as needed by Seller to continue his administration of the Bankruptcy Case. Seller may retain such books and records related to tax matters and claims of Seller, the estate, or Seller.

(d) This Section 6 shall survive the Closing.

7. Notices.

Any notice or demand required by, or desired to be sent under, this Agreement must be in writing and must be sent, to the Party at its address set forth in the preamble by mailing the same by express mail, or delivery by Federal Express or by other nationally recognized overnight courier using a written receipt or other valid written proof of delivery, or by hand delivery using a written receipt. The attorneys for the Parties may give notices or demands on behalf of their respective clients. Either Party may designate by written notice, in writing, a new or other address to which notices or demands are thereafter to be sent. Copies of all notices will be sent as follows:

If to Seller, a copy will be sent to:

COPsync, Inc.
c/o Danielle Pellegrin and Ron Bienvenu
400 Poydras Street, Suite 2100
New Orleans, LA 70130

with a copy to Seller's legal counsel:

Adams and Reese LLP
4500 One Shell Square
701 Poydras Street
New Orleans LA 70139
Attention: John M. Duck
Telephone: 504.585.0226
Facsimile: (504) 566-0210
Email: John.Duck@arlaw.com

If to the Purchaser, a copy will be sent to:

8. Broker.

Purchaser represents that it has not dealt with any broker, salesperson or finder in connection with the transaction evidenced by this Agreement, or other Party who may claim to have a fee due for introducing Purchaser to the Purchased Assets.

9. Seller's Representations and Warranties.

(a) Seller makes the following representations and warranties to Purchaser in connection with the Purchased Assets, to Seller's actual knowledge:

(1) Subject to the entry of the Sale Order that is not subject to a stay, Seller has the legal power, right and authority to enter into this Agreement and to consummate the transaction contemplated hereby.

(2) Except for Purchaser's rights hereunder no person, firm or entity, has any rights to acquire the Purchased Assets or any part thereof.

(3) Seller has good and valid title to the Purchased Assets and at the Closing Seller will convey the Purchased Assets to the Purchaser and vests in the Purchaser good and valid title to the Purchased Assets, free and clear of all liens, claims and encumbrances, if any.

(b) The foregoing representations will survive the Closing.

9. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that:

(a) Purchaser has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The individual executing this Agreement on behalf of Purchaser has the legal power, right, and actual authority to bind Purchaser to the terms and conditions of this Agreement.

(b) As of the date hereof, all necessary action has been taken by Purchaser in connection with the entering into this Agreement and the consummation of the transactions contemplated hereby.

(c) This Agreement and all documents required hereby to be executed by Purchaser are and will be valid, legally binding obligations of and enforceable against Purchaser in accordance with their terms.

(d) Purchaser: (i) has had an opportunity to conduct any and all due diligence regarding the proposed acquisition prior to making its bid; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents in making its bid or that of any of its legal, financial or other advisors; (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the business of Seller or the proposed sale, or the completeness or accuracy of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in this Agreement as ultimately accepted and executed by Seller; and (iv) accepts and consents to the Bidding Procedures and acknowledges the Bankruptcy Court's exclusive jurisdiction to resolve issues related thereto.

10. Limitation on Liability of Seller; Deposit.

(a) Subject to Section 3, if Seller is unable, in good faith, to convey title to the Purchased Assets in accordance with the provisions of this Agreement for any reason, the sole obligation and liability of Seller hereunder will be to terminate this Agreement and return the Deposit to the Purchaser, and thereupon all rights and obligations hereunder, by either Party against the other will cease and terminate, and this Agreement will be null and void, except to the extent that this Agreement provides for their survival after termination.. Seller will not be required to bring any action or proceeding or otherwise to incur any expense in order to convey title to the Purchased Assets to the Purchaser. Purchaser, without reduction of, or credit or allowance against the Purchase Price and without any liability on the part of Seller, may accept such title to the Purchased Assets as Seller is able to convey. If there is any conflict between the provisions of this subparagraph and any other provision of this Agreement, then the provisions of this subparagraph and Section will govern and predominate.

(b) Purchaser waives any right it may have to bring an action against Seller, its remedy being limited to termination of this Agreement and return of its Deposit, so long as Seller proceeds in good faith. Purchaser expressly waives the right to take any action that would adversely affect Seller's ability to convey title to the Purchased Assets free and clear of any claim of Purchaser. This Agreement is "non-recourse" as to Seller and Seller's bankruptcy estate. The provisions of this section will survive the Closing or other termination of this Agreement.

(c) In the event that Purchaser is approved by the Bankruptcy Court as the highest and best bidder, but Seller fails to close on the Sale hereunder for any reason other than the breach of this Agreement, then Seller shall be entitled to retain the Deposit as liquidated damages. In the event that Purchaser is approved by the Bankruptcy Court as the backup bidder, then (i) if Seller closes the sale to the highest and best bidder, the Deposit shall be returned to Purchaser and this Agreement will terminate; or (ii) if Seller is unable to close the sale to the highest and best bidder, and Seller fails to close on the Sale hereunder for any reason other than the breach of this Agreement, then Seller shall be entitled to retain the Deposit as liquidated damages.

11. Maintenance of Premises through Closing and other Pre-Closing Covenants. Between the date hereof and the date of Closing, subject to compliance with the Bankruptcy Code and authorization by the Bankruptcy Court (if necessary), Seller shall:

- (a) use commercially reasonable efforts to maintain the Purchased Assets until Closing in full force and effect;
- (b) maintain the current insurance policies (or renewals thereof) in full force and effect until the Closing;
- (c) permit Purchaser or Purchaser's agents to inspect the Purchased Assets from time to time to prepare for Purchaser's operation of the Business following the Closing, provided that (a) Purchaser gives Seller reasonable advance notification of the intention to conduct any such inspection, and (b) such inspection does not unreasonably impede the normal day-to-day business operation of Seller's Business;
- (d) not enter into any new lease or any amendment of any existing lease (including for Seller's office locations) without Purchaser's consent, with such consent not to be unreasonably withheld;
- (e) promptly notify Purchaser of (a) any fact, change, condition, circumstance, event, development, occurrence or non-occurrence that has caused or is reasonably likely to cause any representation or warranty in this Agreement made by Seller to be untrue or inaccurate in any material respect at any time after the date hereof and prior to the Closing, and (b) any failure on Seller's part to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it hereunder.

12. Successors and Assigns. This Agreement will be binding upon, and will inure to the benefit of, the respective Parties and their successors and permitted assigns. Purchaser's rights under this Agreement may not be assigned without the prior written consent of Seller in each instance (which Seller may grant or withhold in Seller's absolute discretion) and any assignment or attempted or purported assignment made without such consent will be null and void and of no force or effect and will constitute a non-curable default by Purchaser, subject to the provisions of this Agreement. Purchaser may, however, assign its rights under this Agreement, immediately before the Closing, simultaneously with the payment of the Purchase Price to Seller, to any entity owned or controlled by Purchaser. No such permitted assignment will relieve Purchaser of any of its obligations under this Agreement.

13. Prohibition Against Recordation. Purchaser may not record this Agreement and any recordation or attempted recordation by Purchaser hereof will be void and of no effect and will constitute a non-curable default by Purchaser under this Agreement entitling Seller to terminate this Agreement, subject to the provisions of this Agreement.

14. Transfer Taxes. To the extent that any applicable transfer taxes are not exempt from payment under Bankruptcy Code §1146(a) or other applicable law, rule or regulation, any transfer taxes that are due in connection with this transaction will be paid at Closing by Purchaser. This provision shall survive closing.

15. No Lien. No lien or encumbrance will arise against the Purchased Assets in favor of Purchaser from this Agreement.

16. Entire Agreement; Construction. This Agreement, which includes the Recitals and the Exhibits hereto, constitutes the entire agreement between the Parties and there are no other covenants, promises or agreement, written or oral, and no agent of either Party has the authority to make representations or other agreements, verbal or written which modify or vary the terms or conditions of this Agreement. This Agreement supersedes and cancels any and all negotiations, arrangements, agreement and understandings, if any, between the Parties hereto. This Agreement will be deemed to have been jointly drafted by the attorneys for both Parties and will be construed neither for nor against Seller or Purchaser. The singular will include the plural, and vice versa, and masculine, feminine and neuter pronouns will be fully interchangeable, where the context so requires. References to “hereof” or “hereunder” set forth in this Agreement will refer to this entire Agreement and not to the section or subsection in which they appear unless there is no reasonable construction to that effect.

17. Modification. This Agreement may not be changed or terminated orally. The provisions hereof will apply to and bind the heirs, executors, administrators, successors and permitted assigns of the respective Parties.

18. Enforceability. If any provision of this Agreement is determined to be unenforceable or invalid, such invalidity or unenforceability will not affect the remaining provisions of this Agreement, as the provisions of this Agreement are intended to be and will be severable. It is the intention of the Parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning that renders it valid.

19. Severability. If any provision of this Agreement is found to be void or unenforceable by a court of competent jurisdiction, the remaining provisions will nevertheless be binding upon the Parties with the same force and effect as though the void or unenforceable part had been severed and deleted.

20. Waiver. Any failure by a Party to insist upon strict performance by the other Party of any of the provisions of this Agreement will not be deemed a waiver of any of the provisions of this Agreement, despite the number of violations or breaches that may occur, and such Party, notwithstanding any such failure, will have the right thereafter to insist upon strict performance by the other Party of any and all of the provisions of this Agreement to be performed by such other Party.

21. Binding Effect. Seller’s delivery of this Agreement for inspection by Purchaser is not an offer and does not create any rights in favor of Purchaser or others or create any obligation upon Seller. This Agreement will have no force or effect unless and until it has been fully executed, delivered, exchanged by the Parties, and approved by the Bankruptcy Court.

22. Construction; Governing Law; Venue. The provisions of this Agreement will be governed by, and construed and enforced according to, the laws of the State of Louisiana applicable to agreements made and to be performed wholly therein and applicable federal law. The Parties hereby consent to the jurisdiction of the courts of the State of Louisiana and the Bankruptcy Court. Any action or proceeding arising out of this Agreement will be brought exclusively in the Bankruptcy Court and the Purchaser consents to the jurisdiction and venue of

the Bankruptcy Court. This Agreement will be construed and interpreted without regard to any presumption or other rule requiring construction or interpretation against the Party causing this Agreement to be drafted.

23. Waiver of Jury Trial. Except as prohibited by law, the Parties waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement or the relationship created hereby. With respect to any matter for which a jury trial cannot be waived, the Parties agree not to assert any such matter as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

24. Survival. No provision of this Agreement will survive the closing, except those obligations expressly stated therein to survive or to be performed subsequent to the Closing Date.

25. Counterpart Execution. This Agreement will not be binding unless a fully executed counterpart has been delivered to each of the Parties. This Agreement may be executed in counterparts and by facsimile or electronic (email) signature. This Agreement is subject to Bankruptcy Court approval.

26. Section Headings. The section headings used herein are for convenience of reference only and will not limit or define the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first above written.

Seller:

COPsync, Inc.

By: _____

Purchaser:

_____ [name of company]

By: _____

Name:

Title:

Exhibit A
Purchased Assets

All of Seller's property other than those assets specifically excluded in Exhibit B, including without limitation:

All of Seller's cash and cash equivalents, securities, investments, deposits and funds held in escrow, including lease deposits;

All of the furniture, fixtures, equipment and other tangible personal property of Seller used in the Business and situated in Seller's office locations, which assets are more particularly described in Schedule B to Seller's Schedules of Assets and Liabilities filed in the docket of this Bankruptcy Case with the Bankruptcy Court attached hereto.

All of Seller's right, title and interest in and to Seller's Contracts.

All of Seller's right, title and interest in and to those patents registered in the name of Seller used in the operation of the Business, which patents are more particularly described in Schedule B to Seller's Schedules of Assets and Liabilities filed in the docket of this Bankruptcy Case with the Bankruptcy Court.

All of Seller's patents, trademarks and other intellectual property and all accessions, additions, replacements, and substitutions thereto.

All of Seller's intangible rights and property of Seller used in the operation of the Business (including the name "COPsync" and all derivations thereof, and all registered and unregistered patents, trademarks, service marks, logos and applications for the foregoing), and the good-will and going concern of Seller in relation to the Business.

All books and records of Seller used in the operation of the Business other than those that Seller deems necessary for the ongoing administration of the Bankruptcy Case (the "Excluded Books and Records") and the organizational documents and corporate records of Seller; it being understood and agreed that the Excluded Books and Records will be transferred to Purchaser following the completion of Seller's administration of the Bankruptcy Case.

All claims of Seller against third Persons, whether choate or inchoate, known or unknown, contingent or non-contingent related to any period prior to the Closing, including all proceeds from prompt pay complaints, other than tort claims and Chapter 5 claims;

All accounts receivable of Seller for services rendered prior to the Closing;

Capital Stock of or owned by Seller;

All rights under contracts of Seller

Exhibit B
Excluded Assets

All claims of Seller for refunds of taxes and tax credits and other governmental charges of whatever nature related to any period prior to the Closing;

Tort and Chapter 5 Claims

All bank, brokerage and similar accounts and all lockboxes in the name of Seller;

The minute books, stock records and corporate seal of Seller;

All insurance benefits relating to any period prior to the Closing, including rights and proceeds arising from or relating to the Assets;

The Excluded Books and Records, subject to Seller's obligation to transfer and deliver them to Purchaser upon his completion of the administration of the Bankruptcy Case.

Brandon-COPsync, LLC receivable

Vehicles and other rolling stock

All privileged communications

All rights related to Seller's relationships with counsel

Exhibit C
Seller's Contracts

All of the Seller's contracts and unexpired leases described below: :

[To be supplemented post-petition]

Exhibit D
Bid Procedures

The following Bid Procedures shall govern the bidding and the Auction, if any, with respect to the Sale of the Purchased Assets:

- a. Qualified Bids. Each bidder other than Purchaser shall, on or before five (5 p.m.) pm CDT on the date established by the Court (the “Bid Deadline”), deliver to the Debtor’s counsel via email to Mr. John M. Duck, john.duck@arlaw.com, to be eligible to participate in the Auction of the Purchased Assets, a bid, which bid unless otherwise decided by the Debtor in its reasonable discretion shall only be considered a qualified bid (a “Qualified Bid”) if the bidder (a “Qualified Bidder”) complies with, and such Qualified Bid contains all, of the following:
 - i. An executed confidentiality agreement in a form reasonably satisfactory to the Debtor, which shall include appropriate and customary protections associated with confidential and proprietary information and inure to the benefit of the Successful Bidder (as defined below);
 - ii. A cash deposit of 10% of the purchase price (the “Deposit”), which will be held by the Debtor’s bankruptcy counsel in its client trust account with no interest due to the bidder as a refundable deposit for application against the purchase price at the closing of the transaction, or returned to the bidder within five (5) business days following conclusion of the Auction, unless the bidder is the Successful Bidder or the next best bidder (the “Backup Bidder”) whose Deposits shall be held as set forth below;
 - iii. An executed asset purchase agreement on substantially the terms of, or on terms more favorable to the Debtor than those set forth in the Overbid APA attached to the Bid Procedures Order as Exhibit A, which Overbid APA shall (a) specify the amount of cash or other form of consideration offered by the bidder for the Purchased Assets, with a minimum initial bid comprised of two components: (i) a cash bid of \$2,100,000.00 (computed as Purchaser’s \$1,000,000.00 credit bid, plus Purchaser’s assumption of the \$300,000.00 DIP Facility, plus Purchaser’s \$600,000 bid of cash, plus Purchaser’s \$100,000.00 breakup fee, plus the \$100,000.00 minimum overbid increment) and (ii) a cash or other consideration bid that the Debtor in its reasonable discretion considers to equal in value Purchaser’s ten (10) percent membership interest and associated option, which membership interest and option will have a minimum value for the purposes of this Sale of \$500,000.00 ((a) and (b) collectively the “Minimum Overbid”) (b) constitute an

irrevocable offer by such the bidder to complete its proposed purchase upon the terms set forth therein, and must be irrevocable until closing of the Sale of the Purchased Assets, (c) include a copy of a board resolution or similar document demonstrating the authority of the bidder to submit an offer to purchase the Purchased Assets on the terms proposed by such the bidder and identifies the officer(s) or authorized agent(s) appearing on behalf of the bidder, and (d) include information demonstrating to the Debtor that the bidder has the financial wherewithal to close the transaction;

- iv. A disclaimer of any right of the bidder to receive a fee analogous to a break-up fee or to compensation under Section 503(b) of the Bankruptcy Code for making a substantial contribution; and
 - v. Such other information reasonably requested by the Debtor.
 - vi. The Debtor shall provide copies of all bids that it considers to be Qualified Bids to each Qualified Bidder upon receipt.
- b. **Qualified Bidders.** The Debtor shall determine whether a bid qualifies as a Qualified Bid. Unless otherwise decided by the Debtor in its reasonable discretion, only those persons other than Purchaser who have submitted a Qualified Bid in compliance with this Bid Procedures Order shall be a Qualified Bidder. Purchaser is a Qualified Bidder.
- c. **Due Diligence.** Upon execution of the Confidentiality Agreement, any prospective bidder that wishes to conduct due diligence on the Debtor or its assets shall be granted access to all material information that has been or will be provided to other prospective bidders, subject, in all cases, to the terms and conditions of the Confidentiality Agreement, applicable law or other restrictions the Debtor may deem necessary or appropriate to protect the proprietary of the information of the Debtor. The due diligence period for bidders will end at five o'clock p.m. (5 p.m.) CDT one business day prior to the Bid Deadline. The Debtor shall coordinate all reasonable requests for additional information and due diligence access from potential bidders. No conditions relating to the completion of due diligence shall be permitted to exist after the Bid Deadline. The Purchased Assets shall be sold on an "as is, where is" basis and by submitting a bid, each potential bidder acknowledges such.
- d. **Breakup Fee.** Purchaser shall be entitled to break-up fee of \$100,000.00 in order to reimburse it for the time, effort and cost it has expended in becoming the stalking horse bidder.
- e. **No Bids/One Qualified Bid.** In the event the Debtor does not receive a Qualified Bid in addition to Purchaser, the Debtor shall request at the Sale

Hearing that the Bankruptcy Court approve the Sale of the Purchased Assets to Purchaser through the Sale Order and rule that the Sale Order be immediately effective upon entry.

- f. The Auction. In the event the Debtor receives more than one Qualified Bid, an Auction shall commence in at 10:00 a.m. (prevailing Central Time) on the date established by the Court, a date that is within sixty (60) days of the Petition Date, at the offices of Debtor's counsel in New Orleans, Louisiana. Each Qualified Bidder shall be invited to attend the Auction which must be attended in person. The following rules shall govern the Auction:
- i. Subject to the limitations set forth in these Bid Procedures, the opening price at such Auction shall be the highest and/or best offer of a Qualified Bidder selected and announced by the Debtor at the commencement of the Auction;
 - ii. Only Qualified Bidders may bid at the Auction. If multiple Qualified Bids are received, each Qualified Bidder shall have the right to continue to improve its Qualified Bid at the Auction;
 - iii. Each subsequent overbid must provide an incremental amount of at least \$100,000.00 of value to the Debtor over the Minimum Overbid, or such other amount as designated by the Debtor from time to time;
 - iv. Each bidder will be permitted a fair, but limited, amount of time to respond to the previous bid at the Auction;
 - v. The Auction shall be conducted openly and each bidder will be informed of the terms of the previous bid determined by the Debtor to have been the highest and otherwise best bid;
 - vi. At the conclusion of the Auction and subject to Court approval following the Auction, the Debtor shall announce as the highest or otherwise best bid for the Purchased Assets the Successful Bidder as well as the second highest or otherwise best bid for the Purchased Assets, the Backup Bidder;
 - vii. The Auction may be adjourned by the Debtor from time to time without further notice other than an announcement of such adjournment by the Debtor at the Auction;
 - viii. Upon the conclusion of the Auction, the Debtor will request that the Court enter the Sale Order approving the sale of the Purchased Assets to the Successful Bidder, or, should the Successful Bidder fail to close the sale, the Backup Bidder; free and clear of all liens,

claims and encumbrances to the fullest extent allowed under section 363(f) of the Bankruptcy Code; and

- ix. The actual bidding at the Auction shall be transcribed or otherwise recorded;

provided that, notwithstanding the foregoing, the Debtor may promulgate such additional rules for the Auction as the Debtor, in its reasonable discretion, deems to be in the best interests of the Debtor's estate.

- g. **Successful Bidder.** The Debtor shall select the highest and best bid as the Successful Bidder. The Debtor may (a) reject any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bid Procedures or the terms and conditions of sale, or (iii) contrary to the best interests of Debtor, its estate and creditors, and/or (b) refuse to consider any bid that fails to comply with the Bid Procedures. After the determination of the Successful Bidder, the Debtor shall promptly execute the asset purchase agreement previously executed and submitted by such Successful Bidder, together with any changes thereto necessitated by the parties' actions at the Auction.
- h. **Backup Bidder.** If the Successful Bidder fails to consummate the sale, breaches the asset purchase agreement executed by the Successful Bidder or otherwise fails to perform, (a) the Debtor may consummate the proposed sale with the next highest or best bidder at the Auction (i.e., the Backup Bidder), without the need for further Court approval, (b) the Debtor will retain the Deposit of such bidder, and (c) the Debtor will maintain the right to pursue all available remedies against the Successful and Backup Bidders.
- i. **Deposits.** All Deposits (without interest) shall be returned to each bidder not selected by the Debtor as the Successful Bidder or Backup Bidder no later than five (5) business days following the conclusion of the Auction. The Deposit (without interest) of the Backup Bidder shall be returned to the Backup Bidder no later than 72 hours after the closing of the transaction. If the Successful Bidder timely closes the transaction, its Deposit (without interest) shall be credited towards the Purchase Price. If the Successful Bidder fails to timely close the transaction, and the Purchased Assets are sold to the Backup Bidder, such Backup Bidder's Deposit (without interest) shall be credited towards the Purchase Price.
- j. **Credit Bidding.** Purchaser will be allowed to credit bid the full amount due of the prepetition secured indebtedness that it received through assignment from Dominion Capital, LLC.
- k. **Fees and Expenses.** All bidders submitting bids shall bear their own fees and expenses in connection with the bid, the bid process, the Auction and

the proposed sale, whether or not such sale is ultimately approved, unless otherwise agreed to by the Debtor and approved by the Court.

EXHIBIT B TO BID PROCEDURES ORDER

(Sale Notice)

UNITED STATES BANKRUPTCY COURT FOR
EASTERN DISTRICT OF LOUISIANA

In re)	Chapter 11
)	
COPsync, Inc.)	Case No. 17-10327
)	
Debtor.)	Section
)	

**NOTICE OF (I) PROPOSED SALE OF THE ASSETS OF COPSINC, INC. FREE AND
CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES,
(II) BID PROCEDURES AND (III) AUCTION RELATED THERETO**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On September 29, 2017, COPsync, Inc., the debtor and debtor in possession (the “**Debtor**”) filed a voluntary petition under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Eastern District of Louisiana (the “**Court**”). On September 29, 2017, the Debtor filed with the Court a motion [Docket No. ____] (the “**Sale Motion**”) seeking, among other things: (a) authority to sell the assets of the Debtor free and clear of all liens, claims, interests and encumbrances (the “**Sale**”); (b) approval of certain procedures (the “**Bid Procedures**”) for the solicitation of bids with respect to the Sale; (c) approval of certain procedures (the “**Assignment Procedures**”) in connection with the identification and assumption of certain contracts and leases in connection with the Sale; and (d) scheduling an auction (the “**Auction**”) and a final hearing with the Court for approval of the Sale (the “**Sale Hearing**”).

2. The Debtor filed that certain form of Asset Purchase Agreement (including all exhibits, schedules and ancillary agreements related thereto, the “**Agreement**”), which contemplates the sale of the Sellers’ assets (the “**Purchased Assets**”), subject to higher and better offers made pursuant to the Bid Procedures.

3. A hearing on the Bid Procedures was held before the Court on September __, 2017, and thereafter the Court entered an Order, among other things, approving the Bid Procedures [Docket No. ____] (the “**Bid Procedures Order**”). The Bid Procedures Order establishes the Bid Procedures that govern the manner in which the Purchased Assets are to be sold. All bidders must comply with the Bid Procedures and (i) submit a letter of intent so as to be received not later than _____, 2017, and (ii) submit bids so as to be received not later than _____, 2017.

5. Pursuant to the Bid Procedures, each Qualified Bidder (as defined in the Bid Procedures) shall be invited to participate in the Auction at the offices of Adams & Reese LLP, 701 Poydras Street, Suite 4500, New Orleans, Louisiana 70139, which Auction must be attended

in person and which shall commence at 10:00 a.m. (prevailing Central Time) on _____, 2017.

6. The Sale Hearing currently is also scheduled to be conducted on _____ at ____:00 a.m. (prevailing Central Time) at the United States Bankruptcy Court for the Eastern District of Louisiana, 500 Poydras Street, Suite 70_, New Orleans, LA 70130, before the Honorable _____, United States Bankruptcy Judge, to consider the approval the highest and best offer by a Qualified Bidder (the "**Successful Bidder**"), the second highest or best offer by a Qualified Bidder (the "**Backup Bidder**") and of the Agreement (as modified by the Successful Bidder) and seeking entry of an order approving the Sale substantially in the form of the Order attached to the Sale Motion as Exhibit "6" (the "**Sale Order**"). The Sale Hearing may be adjourned or rescheduled from time to time without further notice other than an announcement by the Debtor in the Court of such adjournment on the date scheduled for the Sale Hearing.

7. A copy of the Bid Procedures Order, the Agreement (attached to the Bid Procedures Order as Exhibit "A") and the Sale Motion (including the proposed Sale Order) may be obtained by sending a written request to counsel to the Debtor, Adams & Reese LLP, 701 Poydras Street, Suite 4500, New Orleans, LA 70139 (Attn: John M. Duck, Esq.), or email at john.duck@arlaw.com.

9. OBJECTIONS TO ENTRY OF THE SALE ORDER (OTHER THAN THE PROPOSED ASSUMPTION AND ASSIGNMENT OF CERTAIN CONTRACTS AND LEASES OR TO ANY PROPOSED CURE PAYMENT LIABILITY AMOUNTS IN CONNECTION THEREWITH), INCLUDING THE DEBTOR'S REQUEST TO APPROVE THE SALE OF THE PURCHASED ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS TO PURCHASER (AS DEFINED IN THE AGREEMENT) OR ANOTHER SUCCESSFUL BIDDER (EACH, AN "**OBJECTION**"), MUST BE MADE IN WRITING, FILED AND SERVED SO AS TO BE ACTUALLY RECEIVED BY 5:00 P.M. (PREVAILING CENTRAL TIME) ON _____, 2017 (THE "**OBJECTION DEADLINE**").

10. ANY OBJECTION MUST BE SERVED IN ACCORDANCE WITH THE PRECEDING PARAGRAPH ON EACH OF THE FOLLOWING PARTIES: (i) the Debtor, c/o Adams & Reese LLP, 701 Poydras Street, Suite 4500, New Orleans, LA 70139 (Attn: John M. Duck, Esq.), (ii) the Secured Lender and Purchaser, c/o Stewart Robbins Brown, LLC, 301 Main Street, Suite 1640, Baton Rouge, LA 70801 (Attn: Paul Douglas Stewart, Jr., Esq.); (iii) counsel to any statutory committee formed in the case, and (iv) the Office of the United States Trustee for the Eastern District of Louisiana, Texaco Center, Suite 2110, 400 Poydras Street, New Orleans, LA. 70130 (Attn: _____, Esq.).

11. The Bid Procedures Order approves the Assignment Procedures, which set forth: (i) the manner in which the Debtor will (a) identify the Assumed Contracts and the Assumed Leases (each as defined in the Sale Motion), and (b) identify amounts the Debtor believes are necessary to cure defaults under each of such Assumed Contracts and Assumed Leases as determined by the Debtor; and (ii) procedures to be followed by any party that wishes to object to the proposed assumption and assignment of any Assumed Contract and Assumed Lease, or the cure amounts proposed by the Debtor in respect thereof. An additional notice setting forth the

specific Assumed Contracts and Assumed Leases to be assumed by the Debtor and the proposed cure amounts for such contracts will be served upon all counterparties to the Assumed Contracts and Assumed Leases.

12. The failure of any person or entity to file an objection on or before the Objection Deadline shall be deemed a consent to the Sale of the Purchased Assets to the Successful Bidder and the other relief requested in the Sale Motion and be a bar to the assertion, at the Confirmation Hearing or thereafter, of any objection to the Bid Procedures, the Sale Motion, the Auction, the sale of the Purchased Assets, the Debtor's consummation and performance of the Agreement (or marked-up agreement) with the Successful Bidder (including in any such case, without limitation, the transfer of the Purchased Assets free and clear of all liens, claims, encumbrances and interests).

13. This Notice is subject to the full terms and conditions of the Sale Motion, the Bid Procedures Order and the Bid Procedures, which shall control in the event of any conflict. The Debtor encourages parties in interest to review such documents in their entirety and consult an attorney if they have questions or want advice.

Dated: _____, 2017.

John M. Duck
Adams & Reese, LLP
701 Poydras Street, Suite 4500
New Orleans, LA 70139
Email: john.duck@arlaw.com
main 504.581.3234
direct 504.585.0226
mobile 504.251.4295
efax 504.553.9767
fax 504.566.0210

EXHIBIT C TO BID PROCEDURES ORDER

(Assignment Notice)

**UNITED STATES BANKRUPTCY COURT FOR
EASTERN DISTRICT OF LOUISIANA**

In re)	
)	Chapter 11
)	
COPsync, Inc.)	Case No. 17-10327
)	
Debtor.)	Section
)	

**NOTICE OF DEBTOR'S INTENT TO ASSUME AND ASSIGN
CERTAIN CONTRACTS AND LEASES**

PLEASE TAKE NOTICE THAT on September 29, 2017, COPsync, Inc., the debtor and debtor in possession (the “**Debtor**”) filed a voluntary petition under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Eastern District of Louisiana (the “**Court**”). The Debtor continues to operate its businesses and manage its property as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE THAT on September 29, 2017, the Debtor filed a motion [Docket No. __] (the “**Motion**”) with the Court seeking, among other things, approval of certain procedures (the “**Assignment Procedures**”) applicable to the identification and assumption of certain contracts (the “**Assumed Contracts**”) and leases (the “**Assumed Leases**”), and assignment thereof, in connection with the Sale by which the Debtor intends to sell its assets.

PLEASE TAKE FURTHER NOTICE THAT on _____, 2017, the Court entered an order (the “**Order**”) granting the Motion as set forth therein [Docket No. __] and approving the procedures for the assumption and assignment of the Assumed Contracts and Assumed Leases.

PLEASE TAKE FURTHER NOTICE THAT the Debtor may assume and assign to the Successful Bidder the Assumed Contracts and Assumed Leases listed on Exhibit “1” annexed hereto pursuant to section 365 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE THAT the Debtor has set forth on Exhibit “1” hereto (the “**Cure Schedule**”) the amounts due and owing, if any, under the Assumed Contracts and Assumed Leases through the date hereof (the “**Cure Amounts**”). The Bankruptcy Code requires that the Cure Amounts (which include any amounts owing on account of the Debtor’s obligations under the Assumed Contracts and Assumed Leases as of the date of assumption) be paid in full to the parties owed such amounts upon the Debtor’s assumption of the Assumed Contracts and Assumed Leases.

PLEASE TAKE FURTHER NOTICE THAT ANY PARTY SEEKING TO ASSERT AN OBJECTION TO THE ASSUMPTION BY THE DEBTOR AND ASSIGNMENT TO PURCHASER OF ANY CONTRACT OR LEASE, INCLUDING AS TO THE VALIDITY OF ANY CURE AMOUNT AS DETERMINED BY THE DEBTOR OR TO OTHERWISE ASSERT THAT ANY OTHER AMOUNTS, DEFAULTS, CONDITIONS OR PECUNIARY LOSSES MUST BE CURED OR SATISFIED UNDER THE ASSUMED CONTRACTS AND ASSUMED LEASES (NOT INCLUDING ACCRUED BUT NOT YET DUE OBLIGATIONS) MUST FILE AND SERVE ITS OBJECTION (ANY SUCH OBJECTION, AN “ASSUMPTION OBJECTION”) SETTING FORTH WITH SPECIFICITY ANY AND ALL CURE OBLIGATIONS OR OTHER CONDITIONS WHICH SUCH PARTY ASSERTS MUST BE CURED OR SATISFIED WITH RESPECT TO SUCH CONTRACT, LEASE OR INTELLECTUAL PROPERTY RIGHT SO THAT SUCH ASSUMPTION OBJECTION IS ACTUALLY RECEIVED BY EACH OF THE FOLLOWING PARTIES: (i) the Debtor, c/o Adams & Reese LLP, 701 Poydras Street, Suite 4500, New Orleans, LA 70139 (Attn: John M. Duck, Esq.), (ii) the Secured Lender and Purchaser, c/o Stewart Robbins Brown, LLC, 301 Main Street, Suite 1640, Baton Rouge, LA 70801 (Attn: Paul Douglas Stewart, Jr., Esq.); (iii) counsel to any statutory committee formed in the case, and (iv) the Office of the United States Trustee for the Eastern District of Louisiana, Texaco Center, Suite 2110, 400 Poydras Street, New Orleans, LA. 70130 (Attn: _____, Esq.), **BY _____, 2017 (THE “OBJECTION DEADLINE”).**

PLEASE TAKE FURTHER NOTICE THAT Assumption Objections must set forth the cure amount or other obligation the objecting party asserts is due, the specific types and dates of the alleged defaults, pecuniary losses and conditions to assignment and the support therefor, if any.

PLEASE TAKE FURTHER NOTICE THAT if, as to any Assumed Contract, or Assumed Lease, no Assumption Objection is received by the Objection Deadline, such Assumed Contract or Assumed Lease shall be deemed assumed by the Debtor and assigned to Successful Bidder without further order of the Court, effective as of the later of (i) the Objection Deadline, (ii) the payment of the applicable Cure Amount, if any, set forth in Exhibit “1” hereto or (iii) the date specified in the Agreement. If an Assumption Objection is received by the Objection Deadline and the Debtor and/or the Successful Bidder are unable to resolve such objection consensually, the proposed assumption and assignment which is the subject of such Assumption Objection shall be subject to further order of the Court and the Debtor and/or the Successful Bidder shall promptly schedule a hearing to consider such Assumption Objection.

PLEASE TAKE FURTHER NOTICE THAT hearings with respect to Assumption Objections shall be held on such date as the Court may designate.

PLEASE TAKE FURTHER NOTICE THAT the Debtor may, from time to time, modify the Cure Schedule to add or remove a contract or lease counterparty or to modify the proposed Cure Amount with respect to any counterparty. The non-debtor counterparty to any such contract or lease will be provided separate written notice of any such modification and at least fourteen (14) days advance notice of its deadline to object to such modification, and the Debtor will seek to set any such objection for hearing before the Court as promptly as is reasonably possible.

PLEASE TAKE FURTHER NOTICE THAT IF YOU AGREE WITH THE CURE AMOUNTS SET FORTH ON EXHIBIT “1” AND DO NOT OTHERWISE OBJECT TO THE DEBTOR’S ASSUMPTION AND ASSIGNMENT OF YOUR CONTRACT OR LEASE YOU NEED NOT TAKE ANY FURTHER ACTION.

PLEASE TAKE FURTHER NOTICE THAT a complete copy of the pleadings and orders described in this motion may be obtained by sending a written request to counsel to the Debtor, c/o Adams & Reese LLP, 701 Poydras Street, Suite 4500, New Orleans, LA 70139 (Attn: John M. Duck, Esq.).

Dated: _____,

2017

John M. Duck
Adams & Reese, LLP
701 Poydras Street, Suite 4500
New Orleans, LA 70139
Email: john.duck@arlaw.com
main 504.581.3234
direct 504.585.0226
mobile 504.251.4295
efax 504.553.9767
fax 504.566.0210

EXHIBIT 1
TO NOTICE OF DEBTOR'S INTENT
TO ASSUME AND ASSIGN
CERTAIN CONTRACTS AND LEASES

[To be supplemented prior to actual notice]

EXHIBIT 6

PROPOSED SALE ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF LOUISIANA**

In re)	
)	Chapter 11
)	
COPsync, Inc.,)	Case No.
)	
Debtor)	Section
)	

**ORDER (A) APPROVING THE SALE OF ASSETS FREE AND CLEAR TO
SUCCESSFUL BIDDER AND BACKUP BIDDER WITH LIENS, CLAIMS AND
ENCUMBRANCES ATTACHING TO THE PROCEEDS; (B) APPROVING
PURCHASE AGREEMENTS OF SUCCESSFUL BIDDER AND BACKUP
BIDDER, (C) DETERMINING THAT THE SUCCESSFUL BIDDER AND
BACKUP BIDDER ARE GOOD FAITH PURCHASERS PURSUANT TO S
363(m); (D) APPROVING THE ASSUMPTION AND ASSIGNMENT OF
CERTAIN CONTRACTS AND LEASES; (E) ABROGATING THE
BANKRUPTCY RULE 6004(h) STAY OF THE ORDER, AND (F) GRANTING
RELATED RELIEF**

BEFORE THE COURT this _____, 2017 came on for hearing the Motion for Entry of Orders (A) Approving The Sale Of Assets Free And Clear To Successful Bidder And Backup Bidder With Liens, Claims And Encumbrances Attaching To The Proceeds; (B) Approving Purchase Agreements Of Successful Bidder And Backup Bidder, (C) Determining That The Successful Bidder And Backup Bidder Are Good Faith Purchasers Pursuant To S 363(M); (D) Approving The Assumption And Assignment Of Certain Contracts And Leases; (E) Abrogating The Bankruptcy Rule 6004(H) Stay Of The Order, And (F) Granting Related Relief (the “Sale Motion”) (ECF No. ____) filed by COPsync, Inc. (the “Debtor”) in the above captioned bankruptcy case (the “Case”). The Court previously granted a portion of the relief sought in the Sale Motion when it entered that certain Order Approving Bid Procedures, Scheduling an

Auction and Sale Hearing and Granting Related Relief (the “Bid Procedures Order”) on _____, 2017 [ECF No. ____]. Pursuant to the Bid Procedures Order, an auction was conducted and at the offices of Debtor’s Counsel on _____, 2017 and the Debtor now seeks approval of the sale and the remainder of the relief sought in the Sale Motion.

Upon careful review of the record of the case, the Sale Motion, any objections to the sale motion, argument of counsel, the Bid Procedures Order and the record of the Case, and for reasons rendered orally at the _____, 2017 hearing:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. All capitalized terms in this Order that are not defined in this Order shall be given the definition in the Court’s related Bid Procedures Order.
2. Debtor is authorized to execute and consummate that certain Purchase Agreement attached hereto as Exhibit 1, thereby selling (the “Sale”) the property more fully described therein (collectively, the “Purchased Assets”) to _____ (the “Successful Bidder”), or its assigns, as provided for in the Purchase Agreement, free and clear of any liens, claims, interests or other encumbrances except as otherwise provided in the Purchase Agreement.
3. Should the Successful Bidder fail to consummate the sale as contemplated by this Order, the Bid Procedures Order, and the Purchase Agreement, Debtor is authorized to execute and consummate that certain Purchase Agreement attached hereto as Exhibit 2, thereby selling the Purchased Assets to _____ (the “Backup Bidder”), or its assigns, as provided for in the Purchase Agreement attached hereto as

Exhibit 2, free and clear of any liens, claims, interests or other encumbrances except as otherwise provided in the Purchase Agreement.

4. The Purchase Agreements attached hereto as Exhibits 1 and 2 are expressly approved by the Court.

5. The sale of the Purchased Assets, upon closing, (i) shall be a legal, valid and effective transfer of such property, and (ii) shall vest the Successful Bidder or, if applicable, the Backup Bidder (collectively the “Purchasers” or individually a “Purchaser”) with all right, title, and interest of the Bankruptcy Estate (the “Estate”) in and to such property free and clear of all (a) mortgages, security interests, privileges, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, easements, restrictions or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership (the foregoing collectively referred to herein as “Liens”), including without limitation the liens set forth in Exhibit 3, except as otherwise provided in the relevant Purchase Agreement and all (b) debts arising in any way in connection with any acts of the Debtor, claims, as that term is defined in the Bankruptcy Code, interests, obligations, demands, guaranties, options, rights, contractual commitments, executory contracts, unexpired leases, employment agreements, restrictions, rights of lesion beyond moiety, tort claims, product liability claims, interests and matters of any kind and nature, whether arising prior to or subsequent to the commencement of this Case, and whether imposed by agreement, understanding, law, equity or otherwise, except in each case as otherwise provided in the relevant Purchase

Agreement (including, without limitation, debts, obligations, etc. under the Assumed Leases and Assumed Contracts that arise after the Closing and the Cure Payment Liabilities of the Assumed Leases and Assumed Contracts) (the foregoing collectively referred to as “Claims” herein).

6. The proceeds of the Sale shall be deposited and held by the Debtor. Any and all Liens and Claims of any nature, including those listed above, affecting the Purchased Assets sold free and clear pursuant to this Order are hereby referred to and attach to the proceeds of the sale of the Purchased Assets with the same validity, extent and priority that existed as of the Petition Date, or as may subsequently be perfected pursuant to Section 546(b) of the Bankruptcy Code or otherwise, against the Purchased Assets.

7. All transactions and instruments contemplated under the terms of the Sale shall be specifically enforceable against and binding upon, and not subject to rejection or avoidance by the Debtor, creditors of the Estate, or any other parties-in-interest, and any successors of the Estate, including any trustee appointed in any subsequent or converted case of the Debtor under Chapter 7 of the Bankruptcy Code.

8. This Sale Order shall be immediately effective and executory upon entry on the docket of the record of this Case, and the fourteen (14) day stay provided by FED. R. BANKR. P. 6004(h) shall be abrogated and waived by this Sale Order, to allow the Debtor and Purchaser to proceed immediately to effectuate the closing and transfers contemplated in the Sale Motion and this Sale Order.

9. The closing of the Sale shall be concluded with the Successful Bidder within five (5) days from the entry of this Order, unless extended pursuant to the terms of the Purchase Agreement.

10. Should the Successful Bidder fail to close the Sale pursuant to the terms of this Order and its Purchase Agreement, the closing of the Sale shall be concluded with the Backup Bidder pursuant to the terms of its Purchase Agreement and the Bid Procedures Order.

11. Nothing in this Sale Order shall affect any of the rights of the Debtor or Purchasers except as specifically set forth herein.

12. The Debtor and Purchasers are in good faith, and are thereby entitled to the protections afforded by 11 U.S.C. § 363(m).

13. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the Sale, this Sale Order, and any other documents executed and delivered in connection with the Sale and this Sale Order.

14. The Debtor is authorized, pursuant to 11 U.S.C. §§ 363(b), 363(f), 363(m), and 362, (i) to execute and deliver, to perform under, and to consummate and implement the terms of the Sale, pursuant to the terms of the Sale Motion, together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement the Sale, (ii) to take all further actions as may reasonably be requested by Purchaser for the purpose of assigning, transferring, granting, conveying and conferring the Purchased Assets to Purchaser as may be necessary or appropriate to the performance

of the obligations contemplated by the Sale, and (iii) to execute any and all documents on behalf of the Estate to effectuate the terms and conditions of the Sale.

15. The contracts listed on Exhibit 4 (the “Executory Contracts”) are hereby assumed by the Debtor under § 365(a) and shall be deemed assigned to the relevant Purchaser under § 365(f) upon payment of the corresponding cure amounts on Exhibit 4 at the closing of the Sale.

16. The provisions of this Sale Order, including any related findings of fact and conclusions of law and the liens granted pursuant to this Order against the Sale proceeds, shall be binding upon all parties in interest in the Case, including without limitation, any committee appointed in the Case, and the Debtor and its respective successors and assigns (including without limitation any Trustee hereinafter appointed or elected for the estate of the Debtor, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of the Debtor or with respect to the property of the estate of the Debtor) and will continue in full force and effect notwithstanding the dismissal of this Case or its conversion to a different chapter of the Bankruptcy Code.

17. It is further ordered that upon the closing of the Sale of the Property, counsel for the Debtor shall immediately file a notice in the record of the Bankruptcy Court stating that the closing of the Sale of the Purchased Assets has occurred and specifying the date of the closing of the Sale.

EXHIBITS TO BE ADDED AFTER SALE

EXHIBIT 7

DELAWARE UCC SEARCH RESULTS



Search Results

Date: 9/25/17

From: Karri Blanchard

801 Adlai Stevenson Drive
Springfield, IL 62703-4261
Ph: (800) 858-5294
Fx: (800) 345-6059

To: Stewart Robbins & Brown, LLC
Attn: Kimberly A Heard
620 Florida Street
Baton Rouge, LA 70896-2348
Ph: 225-231-9998
Fx:

Account: 371230
Clients Ref: 510-002

Search Type: UCC Summary by Debtor Name
Office Searched: UCC Division
Jurisdiction: (S.O.S.)
State: Delaware
Thru Date: 9/11/17
Notes: Total cost of search: \$114.00

Order Number: 136593844
Subject: COPsync, Inc.

Please see Attached.



UCC =Uniform Commercial Code
DOT =Deed of Trust
FIN =Financing Statement
FIX =Fixtures
TU =Transmitting Utility
CSN =Consignment
MTG =Mortgage

AMD =Amendment
ASN =Assignment
CON =Continuation
REL =Release
TRM =Termination
SUB =Subordination
BNK =Bankruptcy

PRE =Partial Release
PASN =Partial Assignment
FTL =Federal Tax Lien
STL =State Tax Lien
JGL =Judgment Lien
CTL =County Tax Lien
PPTL =Personal Property Tax Lien

Delaware

Page 1

The First State

CERTIFICATE

SEARCHED SEPTEMBER 25, 2017 AT 11:13 A.M.
FOR DEBTOR, COPSINC, INC.

1 OF 5

FINANCING STATEMENT

20140194001

DEBTOR: EXPIRATION DATE: 01/06/2019
COPSINC, INC.

16415 ADDISON ROAD

ADDED 01-06-14

ADDISON, TX 75001-3218

SECURED: BANK OF NEW HAMPSHIRE

62 PLEASANT STREET

ADDED 01-06-14

LACONIA, NH 03246

F I L I N G H I S T O R Y

20140194001 FILED 01-06-14 AT 12:30 P.M. FINANCING STATEMENT

2 OF 5

FINANCING STATEMENT

20140194019

DEBTOR: EXPIRATION DATE: 01/06/2019
COPSINC, INC.

16415 ADDISON ROAD

ADDED 01-06-14

ADDISON, TX 75001-3218

REMOVED 09-18-15




Jeffrey W. Bullock, Secretary of State

20177834671-UCC11
SR# 20176312494

Authentication: 203282425
Date: 09-25-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

Page 2

The First State

DEBTOR: PATSY'S LEASING CORP.

31 HALL STREET

ADDED 09-18-15

CONCORD, NH 03301

SECURED: BANK OF NEW HAMPSHIRE

300 FRANKLIN STREET

ADDED 01-06-14

MANCHESTER, NH 03101

F I L I N G H I S T O R Y

20140194019 FILED 01-06-14 AT 12:30 P.M. FINANCING STATEMENT

20154710355 FILED 09-18-15 AT 8:00 A.M. AMENDMENT

3 OF 5

FINANCING STATEMENT

20166214355

EXPIRATION DATE: 10/10/2021

DEBTOR: COPSYNC, INC.

16415 ADDISON ROAD, SUITE 300

ADDED 10-10-16

ADDISON, TX 75001

SECURED: DOMINION CAPITAL LLC

C/O ROBINSON BROG

ADDED 10-10-16

875 THIRD AVENUE, 9TH FLOOR

NEW YORK, NY 10022




Jeffrey W. Bullock, Secretary of State

20177834671-UCC11
SR# 20176312494

Authentication: 203282425
Date: 09-25-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

Page 3

SECURED: MEF I, L.P.

40 WALL STREET

ADDED 09-13-17

NEW YORK, NY 10005

F I L I N G H I S T O R Y

20166214355 FILED 10-10-16 AT 11:30 A.M. FINANCING STATEMENT

20176074279 FILED 09-13-17 AT 11:27 A.M. PARTIAL ASSIGNMENT

4 OF 5

FINANCING STATEMENT

20176278045

DEBTOR: EXPIRATION DATE: 09/20/2022
COPSYNC, INC.

16415 ADDISON ROAD, STE. 300

ADDED 09-20-17

ADDISON, TX 75001

SECURED: THE BREWER GROUP, INC.

80 SOUTH EIGHTH STREET, STE. 900

ADDED 09-20-17

MINNEAPOLIS, MN 55402

F I L I N G H I S T O R Y

20176278045 FILED 09-20-17 AT 3:42 P.M. FINANCING STATEMENT




Jeffrey W. Bullock, Secretary of State

20177834671-UCC11
SR# 20176312494

Authentication: 203282425
Date: 09-25-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

Page 4

5 OF 5

FINANCING STATEMENT

20176373960

DEBTOR: EXPIRATION DATE: 09/25/2022
COPSYNC. INC.

16415 ADDISON RD.

ADDED 09-25-17

ADDISON, TX 75001-3218

SECURED: THINKSTREAM ACQUISITION, LLC

3837 PLAZA TOWER DR., SUITE C

ADDED 09-25-17

BATON ROUGE, LA 70816

F I L I N G H I S T O R Y

20176373960 FILED 09-25-17 AT 10:26 A.M. FINANCING STATEMENT

E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, COPSYNC, INC. AS OF SEPTEMBER 11, 2017 AT 11:59 P.M.




Jeffrey W. Bullock, Secretary of State

20177834671-UCC11
SR# 20176312494

Authentication: 203282425
Date: 09-25-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 12:30 PM 01/06/2014
INITIAL FILING # 2014 0194001

SRV: 140025957

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Bank of New Hampshire Commercial Services 62 Pleasant Street Laconia, NH 03246

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of Item 1 blank, check here ☐ and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME COPsync, Inc.	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
OR 1b. INDIVIDUAL'S SURNAME	CITY Addison		STATE TX	POSTAL CODE 75001-3218	COUNTRY USA
1c. MAILING ADDRESS 16415 Addison Road	CITY Addison		STATE TX	POSTAL CODE 75001-3218	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of Item 2 blank, check here ☐ and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
OR 2b. INDIVIDUAL'S SURNAME	CITY		STATE	POSTAL CODE	COUNTRY
2c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Bank of New Hampshire	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
OR 3b. INDIVIDUAL'S SURNAME	CITY Laconia		STATE NH	POSTAL CODE 03246	COUNTRY USA
3c. MAILING ADDRESS 62 Pleasant Street	CITY Laconia		STATE NH	POSTAL CODE 03246	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All Contract rights, leases, relating to, as well as all debtors in COPsync, Inc, with all accessories, parts and equipment now or hereafter affixed thereto or used in connection therewith; all substitutions or replacements and proceeds of any of the foregoing.

see attached exhibit

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, Item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser
8. OPTIONAL FILER REFERENCE DATA: 4-7557	

3RD PARTY HW

COPsync, Inc.
Summary List of Customer Bookings Applicable For 3rd party Financing
Dated 11/05/13

Customer Name	Quantity	Extended Purchase Price
Agency Bookings for VidTac Kit:		
(A Kit consists of: 1 Forward-Facing Camera; 1 Back-Seat Camera; 1 Black Box; & 1 Wireless Microphone)		
Baird City MO	2	\$ 5,005.04
Crosby County Sheriff's Office	6	\$ 15,015.12
East Mountain PD	2	\$ 5,005.04
Hallsville PD	5	\$ 12,512.60
Kenedy Co SO	11	\$ 27,527.72
New Summerfield Police Department	1	\$ 2,502.52
Perryton Police Department	13	\$ 32,532.76
Reagan County Sheriff's Office	2	\$ 5,005.04
Sherman Co SO	1	\$ 2,502.52
Sub-Total - VidTac-related Bookings	43	\$ 107,608.36
Brite Computers:		
Deaf Smith Sheriff's Office	1	\$ 2,756.50
East Mountain Police Department	2	\$ 5,513.00
Hansford CO SO	6	\$ 16,539.00
Maverick County Sheriff's Office	30	\$ 82,695.00
Perryton Police Department	8	\$ 22,996.00
Tom Green Co Const Pct 1	1	\$ 2,756.50
Tom Green Co Const Pct 2	1	\$ 2,756.50
Tom Green Co Const Pct 3	1	\$ 2,756.50
Tom Green Co Const Pct 4	1	\$ 2,756.50
Tulia Police Department	9	\$ 24,808.50
Crosby County Sheriff's Office	6	\$ 16,539.00
Eastland Police Department	8	\$ 22,996.00
Sub-Total - Brite Computer-Related Bookings	74	\$ 205,869.00
Grand Total - VidTac & Brite-Computer-Related Bookings	117	\$ 313,477.36

RAW

Exhibit A
List of all items of equipment with serial numbers:

Pending Brite Equipment Orders:

Customer Name	SA Number	Units	Product Description	PO Amount	PO No.
Deaf Smith Sheriff's Office	6651	1	1 - Mobile Data Terminal Package 2	\$ 2,756.50	4709
East Mountain Police Department	6261	2	2 - Mobile Data Terminal Package 2	\$ 5,513.00	4812
Hansford CO SO	6528	6	6 - Mobile Data Terminal Package 2	\$ 16,539.00	4823
Maverick County Sheriff's Office	6169	30	30 - Mobile Data Terminal Package 2	\$ 82,695.00	4714
Perryton Police Department	6653	8	4 - Mobile Data Terminal Package 1 4 - Mobile Data Terminal Package 2	\$ 22,996.00	4730
Tom Green Co Const Pct 1	6824	1	1 - Mobile Data Terminal Package 2	\$ 2,756.50	4763
Tom Green Co Const Pct 2	6825	1	1 - Mobile Data Terminal Package 2	\$ 2,756.50	4764
Tom Green Co Const Pct 3	6826	1	1 - Mobile Data Terminal Package 2	\$ 2,756.50	4765
Tom Green Co Const Pct 4	6827	1	1 - Mobile Data Terminal Package 2	\$ 2,756.50	4766
Tulla Police Department	6778	9	9 - Mobile Data Terminal Package 2	\$ 24,808.50	4760
Crosby County Sheriff's Office	6803	6	6 - Mobile Data Terminal Package 2	\$ 16,539.00	
Eastland Police Department	6870	8	8 - Mobile Data Terminal Package 2	\$ 22,996.00	
Totals		74		\$ 205,869.00	

Serial Number Assignment by Agency:

Customer Name	Serial No.	Unit Ref.
Deaf Smith Sheriff's Office	Q3606990	1
East Mountain Police Department	Q3606991	1
East Mountain Police Department	Q3606992	2
Hansford CO SO	Q3606993	1
Hansford CO SO	Q3606994	2
Hansford CO SO	Q3606995	3
Hansford CO SO	Q3606996	4
Hansford CO SO	Q3606997	5
Hansford CO SO	Q3606998	6
Maverick County Sheriff's Office	Q3606999	1
Maverick County Sheriff's Office	Q3607000	2
Maverick County Sheriff's Office	Q3607001	3
Maverick County Sheriff's Office	Q3607002	4
Maverick County Sheriff's Office	Q3607003	5
Maverick County Sheriff's Office	Q3607004	6
Maverick County Sheriff's Office	Q3607005	7
Maverick County Sheriff's Office	Q3607006	8
Maverick County Sheriff's Office	Q3607007	9
Maverick County Sheriff's Office	Q3607008	10
Maverick County Sheriff's Office	Q3607009	11
Maverick County Sheriff's Office	Q3607010	12
Maverick County Sheriff's Office	Q3607011	13
Maverick County Sheriff's Office	Q3607012	14
Maverick County Sheriff's Office	Q3607013	15
Maverick County Sheriff's Office	Q3607014	16
Maverick County Sheriff's Office	Q3607015	17
Maverick County Sheriff's Office	Q3607016	18

Customer Name	Serial No.	Unit Ref.
Perryton Police Department	Q3607029	1
Perryton Police Department	Q3607030	2
Perryton Police Department	Q3607031	3
Perryton Police Department	Q3607032	4
Perryton Police Department	Q3607033	5
Perryton Police Department	Q3607034	6
Perryton Police Department	Q3607035	7
Perryton Police Department	Q3607036	8
Tom Green Co Const Pct 1	Q3607037	1
Tom Green Co Const Pct 2	Q3607038	1
Tom Green Co Const Pct 3	Q3607039	1
Tom Green Co Const Pct 4	Q3607040	1
Tulla Police Department	Q3607041	1
Tulla Police Department	Q3607042	2
Tulla Police Department	Q3607043	3
Tulla Police Department	Q3607044	4
Tulla Police Department	Q3607045	5
Tulla Police Department	Q3607046	6
Tulla Police Department	Q3607047	7
Tulla Police Department	Q3607048	8
Tulla Police Department	Q3607049	9
Crosby County Sheriff's Office	Q3607050	1
Crosby County Sheriff's Office	Q3607051	2
Crosby County Sheriff's Office	Q3607052	3
Crosby County Sheriff's Office	Q3607053	4
Crosby County Sheriff's Office	Q3607054	5
Crosby County Sheriff's Office	Q3607055	6

RAW

Exhibit A
List of all items of equipment with serial numbers:

Maverick County Sheriff's Office	Q3607017	19
Maverick County Sheriff's Office	Q3607018	20
Maverick County Sheriff's Office	Q3607019	21
Maverick County Sheriff's Office	Q3607020	22
Maverick County Sheriff's Office	Q3607021	23
Maverick County Sheriff's Office	Q3607022	24
Maverick County Sheriff's Office	Q3607023	25
Maverick County Sheriff's Office	Q3607024	26
Maverick County Sheriff's Office	Q3607025	27
Maverick County Sheriff's Office	Q3607026	28
Maverick County Sheriff's Office	Q3607027	29
Maverick County Sheriff's Office	Q3607028	30

Eastland Police Department	Q3607056	1
Eastland Police Department	Q3607057	2
Eastland Police Department	Q3607058	3
Eastland Police Department	Q3607059	4
Eastland Police Department	Q3607060	5
Eastland Police Department	Q3607061	6
Eastland Police Department	Q3607062	7
Eastland Police Department	Q3607063	8

Detailed Description of Brite Packages

Package 1 \$2992.50 Fujitsu LifeBook T732: W/ Console Mount

This package comes with a console mount for the Fujitsu

- 8GB (4x4GB) memory
- 12.5" Dual Touch Display
- Intel Core i5 processor
- WIN7PRO (64-BIT)
- 500GB (7200 RPM) HDD
- WLAN (ABGN)
- 4 Year Accidental Damage Protection Warranty
- Swing away monitor mount with adjustable swing arm keyboard tray
- Rugged backlit keyboard with touchpad
- Brite Electronics Package: Tablet Vehicle Adapter, Powered USB Hub, 90degree USB Cable, Power Converter

Package 2 \$2756.50 Fujitsu LifeBook T732: For exist

This package does not come with a mount; we will order the pole mount from CDWg

- 8GB (4x4GB) memory
- 12.5" Dual Touch Display
- Intel Core i5 processor
- WIN7PRO (64-BIT)
- 500GB (7200 RPM) HDD
- WLAN (ABGN)
- 4 Year Accidental Damage Protection Warranty
- Clamshell mount with removable keyboard
- Rugged backlit keyboard with touchpad
- Brite Electronics Package: Tablet Vehicle Adapter, Powered USB Hub, 90degree USB Cable, Power Converter

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 12:30 PM 01/06/2014
INITIAL FILING # 2014 0194019

SRV: 140025951

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Bank of New Hampshire Commercial Services 62 Pleasant Street Laconia, NH 03246

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME COPsync, Inc.	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
OR 1b. INDIVIDUAL'S SURNAME	CITY Addison		STATE TX	POSTAL CODE 75001-3218	COUNTRY USA
1c. MAILING ADDRESS 16415 Addison Road	CITY Addison		STATE TX	POSTAL CODE 75001-3218	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor Information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
OR 2b. INDIVIDUAL'S SURNAME	CITY		STATE	POSTAL CODE	COUNTRY
2c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Bank of New Hampshire	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
OR 3b. INDIVIDUAL'S SURNAME	CITY Laconia		STATE NH	POSTAL CODE 03246	COUNTRY USA
3c. MAILING ADDRESS 62 Pleasant Street	CITY Laconia		STATE NH	POSTAL CODE 03246	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All Contract rights, leases, relating to, as well as all debtors in COPsync, Inc, with all accessories, parts and equipment now or hereafter affixed thereto or used in connection therewith; all substitutions or replacements and proceeds of any of the foregoing.

see attached exhibit

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, Item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: 4-7556		

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COPsync, Inc.
Summary List of Customer Bookings Applicable For 3rd party Financing
Dated 11/05/13

Customer Name	Quantity	Extended Purchase Price
Agency Bookings for VidTac Kit: (A Kit consists of: 1 Forward-Facing Camera; 1 Back-Seat Camera; 1 Black Box; & 1 Wireless Microphone)		
Baird City MO	2	\$ 5,005.04
Crosby County Sheriff's Office	6	\$ 15,016.12
East Mountain PD	2	\$ 5,005.04
Hallsville PD	5	\$ 12,512.60
Kenedy Co SO	11	\$ 27,527.72
New Summerfield Police Department	1	\$ 2,502.52
Perryton Police Department	13	\$ 32,532.76
Reagan County Sheriff's Office	2	\$ 5,005.04
Sherman Co SO	1	\$ 2,502.52
Sub-Total - VidTac-related Bookings	43	\$ 107,608.36
Brite Computers:		
Deaf Smith Sheriff's Office	1	\$ 2,756.50
East Mountain Police Department	2	\$ 5,513.00
Hansford CO SO	6	\$ 16,539.00
Maverick County Sheriff's Office	30	\$ 82,695.00
Perryton Police Department	8	\$ 22,996.00
Tom Green Co Const Pct 1	1	\$ 2,756.50
Tom Green Co Const Pct 2	1	\$ 2,756.50
Tom Green Co Const Pct 3	1	\$ 2,756.50
Tom Green Co Const Pct 4	1	\$ 2,756.50
Tulia Police Department	9	\$ 24,808.50
Crosby County Sheriff's Office	6	\$ 16,539.00
Eastland Police Department	8	\$ 22,996.00
Sub-Total - Brite Computer-Related Bookings	74	\$ 205,869.00
Grand Total - VidTac & Brite-Computer-Related Bookings	117	\$ 313,477.36

Pending VidTac Orders:

Customer Name	Units	Product Description	PO Amount	PO No.
Baird City MO	2	VidTac Kit	\$ 5,005.04	4855
Crosby County Sheriff's Office	6	VidTac Kit	\$ 15,016.12	4855
East Mountain PD	2	VidTac Kit	\$ 5,005.04	4855
Hallsville PD	5	VidTac Kit	\$ 12,512.60	4855
Kenedy Co SO	11	VidTac Kit	\$ 27,527.72	4855
New Summerfield Police Department	1	VidTac Kit	\$ 2,502.52	4855
Perryton Police Department	13	VidTac Kit	\$ 32,532.76	4855
Reagan County Sheriff's Office	2	VidTac Kit	\$ 5,005.04	4855
Sherman Co SO	1	VidTac Kit	\$ 2,502.52	4855
Totals	43		\$ 107,608.36	

VIDTAC Kit (A Kit consists of: 1 Forward-Facing Camera; 1 Back-Seat Camera; 1 Black-Box; & 1 Wireless Microphone)

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Exhibit A
List of all items of equipment with serial numbers:

Serial Number Assignment by Agency:

Customer Name	Serial No.	Unit Ref.
Baird City Marshal's Office	01DA300501	1
Baird City Marshal's Office	01DA300502	2
Crosby County Sheriff's Office	01DA300503	1
Crosby County Sheriff's Office	01DA300504	2
Crosby County Sheriff's Office	01DA300505	3
Crosby County Sheriff's Office	01DA300506	4
Crosby County Sheriff's Office	01DA300507	5
Crosby County Sheriff's Office	01DA300508	6
East Mountain Police Department	01DA300509	1
East Mountain Police Department	01DA300510	2
Hallsville Police Department	01DA300511	1
Hallsville Police Department	01DA300512	2
Hallsville Police Department	01DA300513	3
Hallsville Police Department	01DA300514	4
Hallsville Police Department	01DA300515	5

Customer Name	Serial No.	Unit Ref.
Perryton Police Department	01DA300528	1
Perryton Police Department	01DA300529	2
Perryton Police Department	01DA300530	3
Perryton Police Department	01DA300531	4
Perryton Police Department	01DA300532	5
Perryton Police Department	01DA300533	6
Perryton Police Department	01DA300534	7
Perryton Police Department	01DA300535	8
Perryton Police Department	01DA300536	9
Perryton Police Department	01DA300537	10
Perryton Police Department	01DA300538	11
Perryton Police Department	01DA300539	12
Perryton Police Department	01DA300540	13
Reagan County Sheriff's Office	01DA300541	1
Reagan County Sheriff's Office	01DA300542	2
Sherman County Sheriff's Office	01DA300543	1

Serial Number Assignment by Agency (continued):

Customer Name	Serial No.	Unit Ref.
Kenedy County Sheriff's Office	01DA300516	1
Kenedy County Sheriff's Office	01DA300517	2
Kenedy County Sheriff's Office	01DA300518	3
Kenedy County Sheriff's Office	01DA300519	4
Kenedy County Sheriff's Office	01DA300520	5
Kenedy County Sheriff's Office	01DA300521	6
Kenedy County Sheriff's Office	01DA300522	7
Kenedy County Sheriff's Office	01DA300523	8
Kenedy County Sheriff's Office	01DA300524	9
Kenedy County Sheriff's Office	01DA300525	10
Kenedy County Sheriff's Office	01DA300526	11
New Summerfield Police Department	01DA300527	1

Customer Name	Serial No.	Unit Ref.
---------------	------------	-----------

Signatures Section:

LESSOR: PATSY'S LEASING COMPANY

SIGNATURE: *[Signature]*

SIGNER'S TITLE: *[Signature]*

DATE: 11/21/13

ADDRESS: 31 N 11 St

CITY: Concord

STATE: NH

ZIP: 03301

LESSEE: COBIS INC. INC.

SIGNATURE: *[Signature]*

SIGNER'S TITLE: CEO

DATE: 11/25/13

ADDRESS: 16415 Addison Rd, Suite 300,

CITY: Addison STATE: Texas ZIP: 75001

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Bank of New Hampshire Commercial Banking 62 Pleasant Street Laconia, NH 03246

Delaware Department of State
U.C.C. Filing Section
Filed: 08:00 AM 09/18/2015
U.C.C. Initial Filing No: 2014 0194019
Amendment No: 20154710355
Service Request No: 20150213070

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

File # 20140194019 SRV 140025951 Orig File Date 1/6/14

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record)
(or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 8
For partial assignment, complete Items 7 and 9 and also indicate affected collateral in Item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☒ PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects ☒ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to:

☐ CHANGE name and/or address: Complete
Item 6a or 6b; and Item 7a or 7b and Item 7c

☒ ADD name: Complete item
7a or 7b, and Item 7c

☐ DELETE name: Give record name
to be deleted in Item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

COPsync, Inc.

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

Patsy's Leasing Corp.

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

31 Hall Street

CITY

Concord

STATE

NH

POSTAL CODE

03301

COUNTRY

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

Bank of New Hampshire

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

Exhibit A
List of all items of equipment with serial numbers:

Customer Name	SA Number	Units	Product Description	P2 Amount	P2 No. Inv.
Deaf Smith Sheriff's Office	6651	1	1 - Mobile Data Terminal Package 2	\$ 2,756.50	4709
East Mountain Police Department	6261	2	2 - Mobile Data Terminal Package 2	\$ 5,513.00	4812
Hansford CO SO	6528	6	6 - Mobile Data Terminal Package 2	\$ 16,539.00	4823
Maverick County Sheriff's Office	6160	30	30 - Mobile Data Terminal Package 2	\$ 82,695.00	4711
Perryton Police Department	6650	8	4 - Mobile Data Terminal Package 1 4 - Mobile Data Terminal Package 2	\$ 22,096.00	4730
Tom Green Co Const Pct 1	6824	1	1 - Mobile Data Terminal Package 2	\$ 2,756.50	4763
Tom Green Co Const Pct 2	6825	1	1 - Mobile Data Terminal Package 2	\$ 2,756.50	4764
Tom Green Co Const Pct 3	6826	1	1 - Mobile Data Terminal Package 2	\$ 2,756.50	4765
Tom Green Co Const Pct 4	6827	1	1 - Mobile Data Terminal Package 2	\$ 2,756.50	4766
Tulla Police Department	6778	9	9 - Mobile Data Terminal Package 2	\$ 24,808.50	4760
Crosby County Sheriff's Office	6803	6	6 - Mobile Data Terminal Package 2	\$ 16,539.00	
Eastland Police Department	6870	8	8 - Mobile Data Terminal Package 2	\$ 22,096.00	
Totals		74		\$ 205,869.00	

Customer Name	Serial No.	Unit Ref.
Deaf Smith Sheriff's Office	Q3606990	1
East Mountain Police Department	Q3606991	1
East Mountain Police Department	Q3606992	2
Hansford CO SO	Q3606993	1
Hansford CO SO	Q3606994	2
Hansford CO SO	Q3606995	3
Hansford CO SO	Q3606996	4
Hansford CO SO	Q3606997	5
Hansford CO SO	Q3606998	6
Maverick County Sheriff's Office	Q3606999	1
Maverick County Sheriff's Office	Q3607000	2
Maverick County Sheriff's Office	Q3607001	3
Maverick County Sheriff's Office	Q3607002	4
Maverick County Sheriff's Office	Q3607003	5
Maverick County Sheriff's Office	Q3607004	6
Maverick County Sheriff's Office	Q3607005	7
Maverick County Sheriff's Office	Q3607006	8
Maverick County Sheriff's Office	Q3607007	9
Maverick County Sheriff's Office	Q3607008	10
Maverick County Sheriff's Office	Q3607009	11
Maverick County Sheriff's Office	Q3607010	12
Maverick County Sheriff's Office	Q3607011	13
Maverick County Sheriff's Office	Q3607012	14
Maverick County Sheriff's Office	Q3607013	15
Maverick County Sheriff's Office	Q3607014	16
Maverick County Sheriff's Office	Q3607015	17
Maverick County Sheriff's Office	Q3607016	18

Customer Name	Serial No.	Unit Ref.
Perryton Police Department	Q3607029	1
Perryton Police Department	Q3607030	2
Perryton Police Department	Q3607031	3
Perryton Police Department	Q3607032	4
Perryton Police Department	Q3607033	5
Perryton Police Department	Q3607034	6
Perryton Police Department	Q3607035	7
Perryton Police Department	Q3607036	8
Tom Green Co Const Pct 1	Q3607037	1
Tom Green Co Const Pct 2	Q3607038	1
Tom Green Co Const Pct 3	Q3607039	1
Tom Green Co Const Pct 4	Q3607040	1
Tulla Police Department	Q3607041	1
Tulla Police Department	Q3607042	2
Tulla Police Department	Q3607043	3
Tulla Police Department	Q3607044	4
Tulla Police Department	Q3607045	5
Tulla Police Department	Q3607046	6
Tulla Police Department	Q3607047	7
Tulla Police Department	Q3607048	8
Tulla Police Department	Q3607049	9
Crosby County Sheriff's Office	Q3607050	1
Crosby County Sheriff's Office	Q3607051	2
Crosby County Sheriff's Office	Q3607052	3
Crosby County Sheriff's Office	Q3607053	4
Crosby County Sheriff's Office	Q3607054	5
Crosby County Sheriff's Office	Q3607055	6

BAW

BW
8/31/15

Exhibit A
List of all items of equipment with serial numbers:

Maverick County Sheriff's Office	Q3607017	19
Maverick County Sheriff's Office	Q3607018	20
Maverick County Sheriff's Office	Q3607019	21
Maverick County Sheriff's Office	Q3607020	22
Maverick County Sheriff's Office	Q3607021	23
Maverick County Sheriff's Office	Q3607022	24
Maverick County Sheriff's Office	Q3607023	25
Maverick County Sheriff's Office	Q3607024	26
Maverick County Sheriff's Office	Q3607025	27
Maverick County Sheriff's Office	Q3607026	28
Maverick County Sheriff's Office	Q3607027	29
Maverick County Sheriff's Office	Q3607028	30

Eastland Police Department	Q3607056	1
Eastland Police Department	Q3607057	2
Eastland Police Department	Q3607058	3
Eastland Police Department	Q3607059	4
Eastland Police Department	Q3607060	5
Eastland Police Department	Q3607061	6
Eastland Police Department	Q3607062	7
Eastland Police Department	Q3607063	8

Package 1 \$2,592.50

Fujitsu LifeBook T732: W/ Console Mount

This package comes with a console mount for the Fujitsu

- 8GB (4x4GB) memory
- 12.5" Dual Touch Display
- Intel Core i5 processor
- WIN7PRO (64-bit)
- 500GB (7200 RPM) HDD
- WLAN (A/B/G/N)
- 4 Year Accidental Damage Protection Warranty
- Swing away monitor mount with adjustable swing arm keyboard tray
- Rugged backlit keyboard with touchpad
- Brito Electronics Package: Tablet Vehicle Adapter, Powered USB Hub, 90degree USB Cable, Power Converter

Package 2 \$2,456.50

Fujitsu LifeBook T732: For exist

This package does not come with a mount; we will order the pole mount from CDWg

- 8GB (4x4GB) memory
- 12.5" Dual Touch Display
- Intel Core i5 processor
- WIN7PRO (64-bit)
- 500GB (7200 RPM) HDD
- WLAN (A/B/G/N)
- 4 Year Accidental Damage Protection Warranty
- Clamshell mount with removable keyboard
- Rugged backlit keyboard with touchpad
- Brito Electronics Package: Tablet Vehicle Adapter, Powered USB Hub, 90degree USB Cable, Power Converter

BW
8/31/15

3RD PARTY HW

GOPaync, Inc.
Summary List of Customer Bookings Applicable For 3rd party Financing
Dated 11/05/13

Customer Name	Quantity	Extended Purchase Price
Agency Bookings for VidTac Kit:		
(A Kit consists of: 1 Forward-Facing Camera; 1 Back-Seal Camera; 1 Black Box; & 1 Wireless Microphone)		
Baird City MO	2	\$ 5,005.04
Crosby County Sheriff's Office	6	\$ 15,015.12
East Mountain PD	2	\$ 6,005.04
Hallsville PD	5	\$ 12,512.60
Kennedy Co SO	11	\$ 27,827.72
New Summerfield Police Department	1	\$ 2,502.52
Perryton Police Department	13	\$ 32,532.76
Reagan County Sheriff's Office	2	\$ 5,005.04
Shorman Co SO	1	\$ 2,502.52
Sub-Total - VidTac-related Bookings	43	\$ 107,608.36
Brite Computers:		
Deaf Smith Sheriff's Office	1	\$ 2,766.50
East Mountain Police Department	2	\$ 5,513.00
Hansford CO SO	6	\$ 16,539.00
Maverick County Sheriff's Office	30	\$ 82,895.00
Perryton Police Department	8	\$ 22,096.00
Tom Green Co Const Pot 1	1	\$ 2,756.50
Tom Green Co Const Pot 2	1	\$ 2,756.50
Tom Green Co Const Pot 3	1	\$ 2,756.50
Tom Green Co Const Pot 4	1	\$ 2,756.50
Tulla Police Department	9	\$ 24,808.50
Crosby County Sheriff's Office	6	\$ 16,539.00
Eastland Police Department	8	\$ 22,096.00
Sub-Total - Brite Computer-Related Bookings	74	\$ 205,869.00
Grand Total - VidTac & Brite-Computer-Related Bookings	117	\$ 313,477.36

RAW

AW
11/30/15

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) (212) 267-8600
B. E-MAIL CONTACT AT FILER (optional) SS@BRIDGESERVICE.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) BRIDGE SERVICE CORP. 299 BROADWAY, SUITE 1508 NEW YORK, NY 100072051 US

Delaware Department of State
U.C.C. Filing Section
Filed: 11:30 AM 10/10/2016
U.C.C. Initial Filing No: 2016 6214355
Service Request No: 20166134113

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME COFSYNC, INC.	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
OR 1b. INDIVIDUAL'S SURNAME	CITY ADDISON		STATE TX	POSTAL CODE 75001	COUNTRY US
1c. MAILING ADDRESS 16415 ADDISON ROAD, SUITE 300	CITY ADDISON		STATE TX	POSTAL CODE 75001	COUNTRY US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
OR 2b. INDIVIDUAL'S SURNAME	CITY		STATE	POSTAL CODE	COUNTRY
2c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME DOMINION CAPITAL LLC	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
OR 3b. INDIVIDUAL'S SURNAME	CITY NEW YORK		STATE NY	POSTAL CODE 10022	COUNTRY US
3c. MAILING ADDRESS C/O ROBINSON BROG, 875 THIRD AVENUE, 9TH FLOOR	CITY NEW YORK		STATE NY	POSTAL CODE 10022	COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral:

"All assets of Debtor whether presently owned or existing or hereafter acquired or coming into existence."

5. Check only if applicable and check only one box. Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	6b. Check only if applicable and check only one box
6a. Check only if applicable and check only one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	<input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable) <input type="checkbox"/> Lessor/Lessor <input type="checkbox"/> Consignor/Consignee <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) BRANDON BROWN (225) 231-9998	
B. E-MAIL CONTACT AT FILER (optional) KREARD@STEWARTROBBINS.COM	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) STEWART ROBBINS & BROWN, LLC P.O. BOX 2348 BATON ROUGE, LA 70821 US	

Delaware Department of State
U.C.C. Filing Section
Filed: 10:26 AM 09/25/2017
U.C.C. Initial Filing No: 2017 6373960
Service Request No: 20176311151

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME COPSYNC, INC.				
OR				
1b INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS 16415 ADDISON RD.		CITY ADDISON	STATE TX	POSTAL CODE 75001-3218
			COUNTRY US	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a ORGANIZATION'S NAME				
OR				
2b INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME THINKSTREAM ACQUISITION, LLC				
OR				
3b INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS 3837 PLAZA TOWER DR., SUITE C		CITY BATON ROUGE	STATE LA	POSTAL CODE 70816
			COUNTRY US	

4. COLLATERAL: This financing statement covers the following collateral:
See Security Agreement attached as Exhibit A.
Collateral Description - please see attached

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: 510-002	

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of September 22, 2017 (this "Agreement"), is among COPsync, Inc., a Delaware corporation (the "Debtor"), and Thinkstream Acquisition, LLC, a Louisiana limited liability company (together with its successors and assigns in such capacity, "Secured Party" or "Agent"), who agree as follows:

WITNESSETH:

A. On or about September 22, 2017, Secured Party agreed to loan to Debtor the sum of \$15,000.00.

B. In order to secure Debtor's obligations (as hereinafter defined) to Secured Party, Grantor has agreed to execute and deliver this Agreement and to grant a continuing security interest in and to the Collateral (hereinafter defined).

AGREEMENT

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Certain Definitions.** As used in this Agreement, the following terms shall have the meanings set forth in this Section 1. Terms used but not otherwise defined in this Agreement that are defined in Article 9 of the UCC (such as "account", "chattel paper", "commercial tort claim", "deposit account", "document", "equipment", "fixtures", "general intangibles", "goods", "instruments", "inventory", "investment property", "letter-of-credit rights", "proceeds" and "supporting obligations") shall have the respective meanings given such terms in Article 9 of the UCC. Bankruptcy Case, DIP Loan Agreement, Promissory Note shall have the meanings set forth above.

(a) "Collateral" means the collateral in which the Secured Party is granted a security interest by this Agreement and which shall include the following personal property of the Debtors, whether presently owned or existing or hereafter acquired or coming into existence, wherever situated, and all additions and accessions thereto and all substitutions and replacements thereof, and all proceeds, products and accounts thereof, including, without limitation, all proceeds from the sale or transfer of the Collateral and of insurance covering the same and of any tort claims in connection therewith, and all dividends, interest, cash, notes, securities, equity interest or other property at any time and from time to time acquired, receivable or otherwise distributed in respect of, or in exchange for, any or all of the Pledged Securities (as defined below):

(i) All goods, including, without limitation, (A) all machinery, equipment, computers, motor vehicles, trucks, tanks, boats, ships, appliances, furniture, special and general tools, fixtures, test and quality control devices and other equipment of every kind and nature and wherever situated, together with all documents of title and documents representing the same, all



additions and accessions thereto, replacements therefor, all parts therefor, and all substitutes for any of the foregoing and all other items used and useful in connection with any Debtor's businesses and all improvements thereto; and (B) all inventory;

(ii) All contract rights and other general intangibles, including, without limitation, all partnership interests, membership interests, stock or other securities, rights under any of the Organizational Documents, agreements related to the Pledged Securities, licenses, distribution and other agreements, computer software (whether "off-the-shelf", licensed from any third party or developed by any Debtor), computer software development rights, leases, franchises, customer lists, quality control procedures, grants and rights, goodwill, Intellectual Property and income tax refunds;

(iii) All accounts, together with all instruments, all documents of title representing any of the foregoing, all rights in any merchandising, goods, equipment, motor vehicles and trucks which any of the same may represent, and all right, title, security and guaranties with respect to each account, including any right of stoppage in transit;

(iv) All documents, letter-of-credit rights, instruments and chattel paper;

(v) All commercial tort claims;

(vi) All deposit accounts and all cash (whether or not deposited in such deposit accounts);

(vii) All investment property;

(viii) All supporting obligations;

(ix) All files, records, books of account, business papers, and computer programs;
and

(x) the products and proceeds of all of the foregoing Collateral set forth in clauses (i)-(ix) above.

Without limiting the generality of the foregoing, the "Collateral" shall include all investment property and any other shares of capital stock and/or other equity interests of any other direct or indirect subsidiary of any Debtor obtained in the future, and, in each case, all certificates representing such shares and/or equity interests and, in each case, all rights, options, warrants, stock, other securities and/or equity interests that may hereafter be received, receivable or distributed in respect of, or exchanged for, any of the foregoing and all rights arising under or in connection with the Pledged Securities, including, but not limited to, all dividends, interest and cash.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute an assignment of any asset which, in the event of an assignment, becomes void by operation of applicable law or the assignment of which is otherwise prohibited by applicable law (in each

case to the extent that such applicable law is not overridden by Sections 9-406, 9-407 and/or 9-408 of the UCC or other similar applicable law); provided, however, that, to the extent permitted by applicable law, this Agreement shall create a valid security interest in such asset and, to the extent permitted by applicable law, this Agreement shall create a valid security interest in the proceeds of such asset.

(b) "Intellectual Property" means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, (ii) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, and all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, (iii) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common law rights related thereto, (iv) all trade secrets arising under the laws of the United States, any other country or any political subdivision thereof, (v) all rights to obtain any reissues, renewals or extensions of the foregoing, (vi) all licenses for any of the foregoing, and (vii) all causes of action for infringement of the foregoing.

(d) "Necessary Endorsement" means undated stock powers endorsed in blank or other proper instruments of assignment duly executed and such other instruments or documents as the Agent may reasonably request.

(e) "Obligations" means all of the liabilities and obligations (primary, secondary, direct, contingent, sole, joint or several) due or to become due, or that are now or may be hereafter contracted or acquired, or owing to, of the Debtor to the Secured Party, including, without limitation, all obligations under this Agreement, the DIP Loan Agreement, the Promissory Note and any other instruments, agreements or other documents executed and/or delivered in connection herewith or therewith, or otherwise in connection with the Bankruptcy Case, or otherwise, in each case, whether now or hereafter existing, voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from the Secured Party as a preference, fraudulent transfer or otherwise as such obligations may be amended, supplemented, converted, extended or modified from time to time. Without limiting the generality of the foregoing, the term "Obligations" shall include, without limitation: (i) any and all other fees, indemnities, costs, obligations and liabilities of the Debtor from time to time

to the Secure Party; and (iii) all amounts (including but not limited to post-petition interest) in respect of the foregoing that would be payable but for the fact that the obligations to pay such amounts are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Debtor.

(f) "Organizational Documents" means, with respect to any Debtor, the documents by which such Debtor was organized (such as articles of incorporation, certificate of incorporation, certificate of limited partnership or articles of organization, and including, without limitation, any certificates of designation for preferred stock or other forms of preferred equity) and which relate to the internal governance of such Debtor (such as bylaws, a partnership agreement or an operating, limited liability or members agreement).

(g) "Permitted Liens" means the following:

(i) Liens imposed by law for taxes that are not yet due or are being contested in good faith, which in each case, have been appropriately reserved for;

(ii) Carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than thirty (30) days or are being contested in good faith;

(iii) Pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(iv) Deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(v) Liens under this Agreement; and

(vi) Any other liens in favor of the Secured Party or its affiliates.

(h) "Pledged Interests" shall have the meaning ascribed to such term in Section 4(j).

(i) "Pledged Securities" shall have the meaning ascribed to such term in Section 4(i).

(j) "UCC" means the Uniform Commercial Code of the State of New York and any other applicable law of any state or states that has jurisdiction with respect to all, or any portion of, the Collateral or this Agreement, from time to time. It is the intent of the parties that defined terms in the UCC should be construed in their broadest sense so that the term "Collateral" will be construed in its broadest sense. Accordingly if there are, from time to time, changes to defined terms in the UCC that broaden the definitions, they are incorporated herein and if existing definitions in the UCC are broader than the amended definitions, the existing ones shall be controlling.

2. **Grant of Security Interest in Collateral.** In order to secure the complete and timely payment, performance and discharge in full, as the case may be, of all of the Obligations, each Debtor hereby unconditionally and irrevocably pledges, grants and hypothecates to the Secured Party a perfected, first priority security interest in and to, a lien upon and a right of set-off against all of their respective right, title and interest of whatsoever kind and nature in and to, the Collateral (a "Security Interest" and, collectively, the "Security Interests").

3. **Delivery of Certain Collateral.** Contemporaneously or prior to the execution of this Agreement, the Debtor shall deliver or cause to be delivered to the Agent (a) any and all certificates and other instruments representing or evidencing the Pledged Securities, and (b) any and all certificates and other instruments or documents representing any of the other Collateral, in each case, together with all Necessary Endorsements. The Debtors are, contemporaneously with the execution hereof, delivering to Agent, or have previously delivered to Agent, a true and correct copy of each Organizational Document governing any of the Pledged Securities.

4. **Representations, Warranties, Covenants and Agreements of the Debtors.** Except as set forth herein, each Debtor represents and warrants to, and covenants and agrees with, the Secured Party as follows:

(a) Debtor has the requisite corporate, partnership, limited liability company or other power and authority to enter into this Agreement and otherwise to carry out its obligations hereunder. The execution, delivery and performance by each Debtor of this Agreement and the filings contemplated therein have been duly authorized by all necessary action on the part of such Debtor and no further action is required by such Debtor. This Agreement has been duly executed by each Debtor. This Agreement constitutes the legal, valid and binding obligation of each Debtor, enforceable against each Debtor in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and similar laws of general application relating to or affecting the rights and remedies of creditors and by general principles of equity.

(b) The Debtor has no place of business or offices where their respective books of account and records are kept (other than temporarily at the offices of its attorneys, outside management, or accountants) or places where Collateral is stored or located. Each Debtor is the record owner of the real property where such Collateral is located. Except as set forth herein, none of such Collateral is in the possession of any consignee, bailee, warehouseman, agent or processor.

(c) The Debtor is the sole owner of the Collateral (except for non-exclusive licenses granted by any Debtor in the ordinary course of business), free and clear of any liens, security interests, encumbrances, rights or claims, and are fully authorized to grant the Security Interests.

(d) Debtor shall at all times maintain its books of account and records relating to the Collateral at its principal place of business and its Collateral and may not relocate such books of account and records or tangible Collateral unless it delivers to the Secured Party at least thirty

(30) days prior to such relocation (i) written notice of such relocation and the new location thereof (which must be within the United States) and (ii) evidence that appropriate financing statements under the UCC and other necessary documents have been filed and recorded and other steps have been taken to perfect the Security Interests to create in favor of the Secured Party a valid, perfected and continuing perfected first priority lien in the Collateral.

(e) All security interests created hereunder in any Collateral which may be perfected by filing Uniform Commercial Code financing statements shall have been duly perfected upon the filing of such financing statements.

(f) Debtor hereby authorizes the Secured Party to file one or more financing statements under the UCC, with respect to the Security Interests, with the proper filing and recording agencies in any jurisdiction deemed proper by it.

(g) The execution, delivery and performance of this Agreement by the Debtors does not (i) violate any of the provisions of any Organizational Documents of any Debtor or any judgment, decree, order or award of any court, governmental body or arbitrator or any applicable law, rule or regulation applicable to any Debtor or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing any Debtor's debt or otherwise) or other understanding to which any Debtor is a party or by which any property or asset of any Debtor is bound or affected. If any, all required consents (including, without limitation, from stockholders or creditors of any Debtor) necessary for any Debtor to enter into and perform its obligations hereunder have been obtained.

(h) No Debtor will transfer, pledge, hypothecate, encumber, license, sell or otherwise dispose of any of the Collateral (except for non-exclusive licenses granted by a Debtor in its ordinary course of business, sales of inventory by a Debtor in its ordinary course of business and the replacement of worn-out or obsolete equipment by a Debtor in its ordinary course of business) without the prior written consent of Agent.

(i) Each Debtor shall, within ten (10) days of obtaining knowledge thereof, advise the Secured Party, in sufficient detail, of any material adverse change in the Collateral, and of the occurrence of any event that would have a material adverse effect on the value of the Collateral or on the Secured Party's security interest therein.

(j) Each Debtor shall promptly execute and deliver to the Secured Party such further deeds, mortgages, assignments, security agreements, financing statements or other instruments, documents, certificates and assurances and take such further action as the Agent may from time to time request and may in its sole discretion deem necessary to perfect, protect or enforce the Secured Party's security interest in the Collateral, including, without limitation, if applicable, the execution and delivery of a separate security agreement with respect to each Debtor's Intellectual Property ("Intellectual Property Security Agreement") in which the Secured Party has been granted a security interest hereunder, substantially in a form reasonably acceptable to the Agent,

which Intellectual Property Security Agreement, other than as stated therein, shall be subject to all of the terms and conditions hereof.

(k) Upon reasonable prior notice (so long as no Event of Default has occurred or continuing, which in either such event, no prior notice is required), each Debtor shall permit the Agent and its representatives and agents to inspect the Collateral during normal business hours and to make copies of records pertaining to the Collateral as may be reasonably requested by the Agent from time to time.

(l) Each Debtor shall take all steps reasonably necessary to diligently pursue and seek to preserve, enforce and collect any rights, claims, causes of action and accounts receivable in respect of the Collateral.

(m) Each Debtor shall promptly notify the Secured Party in sufficient detail upon becoming aware of any attachment, garnishment, execution or other legal process levied against any Collateral and of any other information received by such Debtor that may materially affect the value of the Collateral, the Security Interest or the rights and remedies of the Secured Party hereunder.

(n) All information heretofore, herein or hereafter supplied to the Secured Party by or on behalf of any Debtor with respect to the Collateral is accurate and complete in all material respects as of the date furnished.

(o) The Debtors shall at all times preserve and keep in full force and effect their respective valid existence and good standing and any rights and franchises material to its business.

(p) No Debtor will change its name, type of organization, jurisdiction of organization, organizational identification number (if it has one), legal or corporate structure, or identity, or add any new fictitious name unless it provides at least thirty (30) days' prior written notice to the Secured Party of such change and, at the time of such written notification, such Debtor provides any financing statements or fixture filings necessary to perfect and continue the perfection of the Security Interests granted and evidenced by this Agreement.

(q) Except in the ordinary course of business, no Debtor may consign any of its inventory or sell any of its inventory on bill-and-hold, sale-or-return, sale-on-approval, or other conditional terms of sale without the consent of the Agent, which shall not be unreasonably withheld, delayed, denied, or conditioned.

(r) No Debtor may relocate its chief executive office to a new location without providing thirty (30) days' prior written notification thereof to the Secured Party and so long as, at the time of such written notification, such Debtor provides any financing statements or fixture filings necessary to perfect and continue the perfection of the Security Interests granted and evidenced by this Agreement.

(s) Each Debtor was organized and remains organized solely under the laws of the state of Delaware.

5. Effect of Pledge on Certain Rights. If any of the Collateral subject to this Agreement consists of nonvoting equity or ownership interests (regardless of class, designation, preference or rights) that may be converted into voting equity or ownership interests upon the occurrence of certain events (including, without limitation, upon the transfer of all or any of the other stock or assets of the issuer), it is agreed by Debtors that the pledge of such equity or ownership interests pursuant to this Agreement or the enforcement of any of Agent's rights hereunder shall not be deemed to be the type of event which would trigger such conversion rights notwithstanding any provisions in the Organizational Documents or agreements to which any Debtor is subject or to which any Debtor is party.

6. Defaults. The following events shall be "Events of Default":

- (a) The occurrence of an Event of Default (as defined in the Notes) under the Notes;
- (b) Any representation or warranty of any Debtor in this Agreement shall prove to have been incorrect in any material respect when made;
- (c) The failure by any Debtor to observe or perform any of its obligations hereunder for five (5) days after delivery to such Debtor of notice of such failure by or on behalf of a Secured Party unless such default is capable of cure but cannot be cured within such time frame and such Debtor is using best efforts to cure same in a timely fashion; or
- (d) If any provision of this Agreement shall at any time for any reason be declared to be null and void, or the validity or enforceability thereof shall be contested by any Debtor, or a proceeding shall be commenced by any Debtor, or by any governmental authority having jurisdiction over any Debtor, seeking to establish the invalidity or unenforceability thereof, or any Debtor shall deny that any Debtor has any liability or obligation purported to be created under this Agreement.

7. Duty to Hold in Trust.

(a) Upon the occurrence of any Event of Default and at any time thereafter, each Debtor shall, upon receipt of any revenue, income, dividend, interest or other sums subject to the Security Interests, whether payable pursuant to the Notes or otherwise, or of any check, draft, note, trade acceptance or other instrument evidencing an obligation to pay any such sum, hold the same in trust for the Secured Party and shall forthwith endorse and transfer any such sums or instruments, or both, to the Agent, pro-rata in proportion to their respective then-currently outstanding principal amount of Notes for application to the satisfaction of the Obligations (and if any Notes is not outstanding, pro-rata in proportion to the initial purchases of the remaining Notes).

(b) If any Debtor shall become entitled to receive or shall receive any securities or other property (including, without limitation, shares of Pledged Securities or instruments

representing Pledged Securities acquired after the date hereof, or any options, warrants, rights or other similar property or certificates representing a dividend, or any distribution in connection with any recapitalization, reclassification or increase or reduction of capital, or issued in connection with any reorganization of such Debtor or any of its direct or indirect subsidiaries) in respect of the Pledged Securities (whether as an addition to, in substitution of, or in exchange for, such Pledged Securities or otherwise), such Debtor agrees to (i) accept the same as the agent of the Secured Party; (ii) hold the same in trust on behalf of and for the benefit of the Secured Party; and (iii) to deliver any and all certificates or instruments evidencing the same to Agent on or before the close of business on the fifth (5th) business day following the receipt thereof by such Debtor, in the exact form received together with the Necessary Endorsements, to be held by Agent subject to the terms of this Agreement as Collateral.

8. Rights and Remedies Upon Default.

(a) Upon the occurrence of any Event of Default and at any time thereafter, the Secured Party, shall have the right to exercise all of the remedies conferred hereunder and under the Notes, and the Secured Party shall have all the rights and remedies of a secured party under the UCC. Without limitation, the Agent, for the benefit of the Secured Party, shall have the following rights and powers:

(i) The Agent shall have the right to take possession of the Collateral and, for that purpose, enter, with the aid and assistance of any person, any premises where the Collateral, or any part thereof, is or may be placed and remove the same, and each Debtor shall assemble the Collateral and make it available to the Agent at places which the Agent shall reasonably select, whether at such Debtor's premises or elsewhere, and make available to the Agent, without rent, all of such Debtor's respective premises and facilities for the purpose of the Agent taking possession of, removing or putting the Collateral in saleable or disposable form.

(ii) Upon notice to the Debtors by Agent, all rights of each Debtor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise and all rights of each Debtor to receive the dividends and interest which it would otherwise be authorized to receive and retain, shall cease. Upon such notice, Agent shall have the right to receive, for the benefit of the Secured Party, any interest, cash dividends or other payments on the Collateral and, at the option of Agent, to exercise in such Agent's discretion all voting rights pertaining thereto. Without limiting the generality of the foregoing, Agent shall have the right (but not the obligation) to exercise all rights with respect to the Collateral as it were the sole and absolute owner thereof, including, without limitation, to vote and/or to exchange, at its sole discretion, any or all of the Collateral in connection with a merger, reorganization, consolidation, recapitalization or other readjustment concerning or involving the Collateral or any Debtor or any of its direct or indirect subsidiaries.

(iii) The Agent shall have the right to operate the business of each Debtor using the Collateral and shall have the right to assign, sell, lease or otherwise dispose of and deliver all or any part of the Collateral, at public or private sale or otherwise, either with or without special conditions or stipulations, for cash or on credit or for future delivery, in such parcel or parcels and at such time or times and at such place or places, and upon such terms and conditions as the

Agent may deem commercially reasonable, all without (except as shall be required by applicable statute and cannot be waived) advertisement or demand upon or notice to any Debtor or right of redemption of a Debtor, which are hereby expressly waived. Upon each such sale, lease, assignment or other transfer of Collateral, the Agent, for the benefit of the Secured Party, may, unless prohibited by applicable law which cannot be waived, purchase all or any part of the Collateral being sold, free from and discharged of all trusts, claims, right of redemption and equities of any Debtor, which are hereby waived and released.

(iv) The Agent shall have the right (but not the obligation) to notify any account debtors and any obligors under instruments or accounts to make payments directly to the Agent, on behalf of the Secured Party, and to enforce the Debtors' rights against such account debtors and obligors.

(v) The Secured Party, may (but is not obligated to) direct any financial intermediary or any other person or entity holding any investment property to transfer the same to the Secured Party, or its designee.

(vi) The Agent may (but is not obligated to) transfer any or all Intellectual Property registered in the name of any Debtor at the United States Patent and Trademark Office and/or Copyright Office into the name of the Secured Party or any designee or any purchaser of any Collateral.

(b) The Agent shall comply with any applicable law in connection with a disposition of Collateral and such compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. The Agent may sell the Collateral without giving any warranties and may specifically disclaim such warranties. If the Agent sells any of the Collateral on credit, the Debtors will only be credited with payments actually made by the purchaser. In addition, each Debtor waives (except as shall be required by applicable statute and cannot be waived) any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Agent's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

(c) For the purpose of enabling the Agent to further exercise rights and remedies under this Section 8 or elsewhere provided by agreement or applicable law, each Debtor hereby grants to the Agent, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Debtor) to use, license or sublicense following an Event of Default, any Intellectual Property now owned or hereafter acquired by such Debtor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

9. Applications of Proceeds. The proceeds of any such sale, lease or other disposition of the Collateral hereunder or from payments made on account of any insurance policy insuring any portion of the Collateral shall be applied first, to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like (including, without limitation, any taxes,

fees and other costs incurred in connection therewith) of the Collateral, to the reasonable attorneys' fees and expenses incurred by the Secured Party in enforcing the Secured Party's rights hereunder and in connection with collecting, storing and disposing of the Collateral, and then to satisfaction of the Obligations, and to the payment of any other amounts required by applicable law, after which the Secured Party shall pay to the applicable Debtor any surplus proceeds. If, upon the sale, license or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which the Secured Party is legally entitled, the Debtors will be liable for the deficiency, together with interest thereon, at the rate of 18% per annum or the lesser amount permitted by applicable law (the "Default Rate"), and the reasonable fees of any attorneys employed by the Secured Party to collect such deficiency. To the extent permitted by applicable law, each Debtor waives all claims, damages and demands against the Secured Party arising out of the repossession, removal, retention or sale of the Collateral, unless due solely to the gross negligence or willful misconduct of the Secured Party as determined by a final judgment (not subject to further appeal) of a court of competent jurisdiction.

10. Securities Law Provision. Each Debtor recognizes that Agent may be limited in its ability to effect a sale to the public of all or part of the Pledged Securities by reason of certain prohibitions in the Securities Act of 1933, as amended, or other federal or state securities laws (collectively, the "Securities Laws"), and may be compelled to resort to one or more sales to a restricted group of purchasers who may be required to agree to acquire the Pledged Securities for their own account, for investment and not with a view to the distribution or resale thereof. Each Debtor agrees that sales so made may be at prices and on terms less favorable than if the Pledged Securities were sold to the public, and that Agent has no obligation to delay the sale of any Pledged Securities for the period of time necessary to register the Pledged Securities for sale to the public under the Securities Laws. Each Debtor shall cooperate with Agent in its attempt to satisfy any requirements under the Securities Laws (including, without limitation, registration thereunder if requested by Agent) applicable to the sale of the Pledged Securities by Agent.

11. Costs and Expenses. Each Debtor agrees to pay all reasonable out-of-pocket fees, costs and expenses incurred in connection with any filing required hereunder, including without limitation, any financing statements pursuant to the UCC, continuation statements, partial releases and/or termination statements related thereto or any expenses of any searches reasonably required by the Agent. The Debtors shall also pay all other claims and charges which in the reasonable opinion of the Agent is reasonably likely to prejudice, imperil or otherwise affect the Collateral or the Security Interests therein. The Debtors will also, upon demand, pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Agent, for the benefit of the Secured Party, may incur in connection with the creation, perfection, protection, satisfaction, foreclosure, collection or enforcement of the Security Interest and the preparation, administration, continuance, amendment or enforcement of this Agreement and pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Secured Party may incur in connection with (i) the enforcement of this Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon any of the Collateral, or (iii) the exercise or enforcement of any of the rights of the Secured Party under the Notes. Until so paid, any fees payable hereunder shall be added to the principal amount of the Notes and shall bear interest at the Default Rate.

13. **Security Interests Absolute.** All rights of the Secured Party and all obligations of each Debtor hereunder, shall be absolute and unconditional, irrespective of: (a) any lack of validity or enforceability of this Agreement, the Notes or any agreement entered into in connection with the foregoing; or any portion hereof or thereof, against any other Debtor; (b) any change in the time, manner or place of payment or performance of, or in any other term of, all or any of the Obligations; or any other amendment or waiver of or any consent to any departure from the Notes or any other agreement entered into in connection with the foregoing; (c) any exchange, release or nonperfection of any of the Collateral; or any release or amendment or waiver of or consent to departure from any other collateral for, or any guarantee, or any other security, for all or any of the Obligations; (d) any action by the Secured Party to obtain, adjust, settle and cancel in its sole discretion any insurance claims or matters made or arising in connection with the Collateral; or (e) any other circumstance which might otherwise constitute any legal or equitable defense available to a Debtor, or a discharge of all or any part of the Security Interests granted hereby. Until the Obligations shall have been paid and performed in full, the rights of the Secured Party shall continue even if the Obligations are barred for any reason, including, without limitation, the running of the statute of limitations. Each Debtor expressly waives presentment, protest, notice of protest, demand, notice of nonpayment and demand for performance. In the event that at any time any transfer of any Collateral or any payment received by the Secured Party hereunder shall be deemed by final order of a court of competent jurisdiction to have been a voidable preference or fraudulent conveyance under the bankruptcy or insolvency laws of the United States, or shall be deemed to be otherwise due to any party other than the Secured Party, then, in any such event, each Debtor's obligations hereunder shall survive cancellation of this Agreement, and shall not be discharged or satisfied by any prior payment thereof and/or cancellation of this Agreement, but shall remain a valid and binding obligation enforceable in accordance with the terms and provisions hereof. Each Debtor

12. **Responsibility for Collateral.** The Debtors assume all liabilities and responsibility in connection with all Collateral, and the Obligations shall in no way be affected or diminished by reason of the loss, destruction, damage or theft of any of the Collateral or its unavailability for any reason. Without limiting the generality of the foregoing and except as required by applicable law, (a) neither the Agent nor any Secured Party (i) has any duty (either before or after an event of Default) to collect any amounts in respect of the Collateral or to preserve any rights relating to the Collateral; or (ii) has any obligation to clean-up or otherwise prepare the Collateral for sale; and (b) each Debtor shall remain obligated and liable under each contract or agreement included in the Collateral to be observed or performed by such Debtor thereunder. Neither the Agent nor any Secured Party shall have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Agent or any Secured Party of any payment relating to any of the Collateral, nor shall the Agent or any Secured Party be obligated in any manner to perform any of the obligations of any Debtor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Agent or any Secured Party in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Agent or to which the Agent or any Secured Party may be entitled at any time or times.

waives all right to require the Secured Party to proceed against any other person or entity or to apply any Collateral which the Secured Party may hold at any time, or to marshal assets, or to pursue any other remedy. Each Debtor waives any defense arising by reason of the application of the statute of limitations to any obligation secured hereby.

14. Term of Agreement. This Agreement and the Security Interests shall terminate on the date on which all payments under the Notes have been indefeasibly paid in full and all other Obligations have been paid or discharged; provided, however, that all indemnities of the Debtors contained in this Agreement (including, without limitation, Annex B hereto) shall survive and remain operative and in full force and effect regardless of the termination of this Agreement.

15. Power of Attorney; Further Assurances.

(a) Each Debtor authorizes the Agent, and does hereby make, constitute and appoint the Agent and its officers, agents, successors or assigns with full power of substitution, as such Debtor's true and lawful attorney-in-fact, with power, in the name of the Agent or such Debtor, to, after the occurrence and during the continuance of an Event of Default, (i) endorse any note, checks, drafts, money orders or other instruments of payment (including payments payable under or in respect of any policy of insurance) in respect of the Collateral that may come into possession of the Agent; (ii) to sign and endorse any financing statement pursuant to the UCC or any invoice, freight or express bill, bill of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with accounts, and other documents relating to the Collateral; (iii) to pay or discharge taxes, liens, security interests or other encumbrances at any time levied or placed on or threatened against the Collateral; (iv) to demand, collect, receipt for, compromise, settle and sue for monies due in respect of the Collateral; (v) to transfer any Intellectual Property or provide licenses respecting any Intellectual Property; and (vi) generally, at the option of the Agent, and at the expense of the Debtors, at any time, or from time to time, to execute and deliver any and all documents and instruments and to do all acts and things which the Agent deems necessary to protect, preserve and realize upon the Collateral and the Security Interests granted therein in order to effect the intent of this Agreement and the Notes all as fully and effectually as the Debtors might or could do; and each Debtor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the term of this Agreement and thereafter as long as any of the Obligations shall be outstanding. The designation set forth herein shall be deemed to amend and supersede any inconsistent provision in the Organizational Documents or other documents or agreements to which any Debtor is subject or to which any Debtor is a party. Without limiting the generality of the foregoing, after the occurrence and during the continuance of an Event of Default, each Secured Party is specifically authorized to execute and file any applications for or instruments of transfer and assignment of any patents, trademarks, copyrights or other Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office.

(b) On a continuing basis, each Debtor will make, execute, acknowledge, deliver, file and record, as the case may be, with the proper filing and recording agencies in any jurisdiction, including, without limitation, the jurisdictions indicated on Schedule C attached hereto, all such instruments, and take all such action as may reasonably be deemed necessary or

advisable, or as reasonably requested by the Agent, to perfect the Security Interests granted hereunder and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to the Agent the grant or perfection of a perfected security interest in all the Collateral under the UCC.

(c) Each Debtor hereby irrevocably appoints the Agent as such Debtor's attorney-in-fact, with full authority in the place and instead of such Debtor and in the name of such Debtor, from time to time in the Agent's discretion, to take any action and to execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including the filing, in its sole discretion, of one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of such Debtor where permitted by law, which financing statements may (but need not) describe the Collateral as "all assets" or "all personal property" or words of like import, and ratifies all such actions taken by the Agent. This power of attorney is coupled with an interest and shall be irrevocable for the term of this Agreement and thereafter as long as any of the Obligations shall be outstanding.

16. **Notices.** All notices, requests, demands and other communications hereunder shall be subject to the notice provision of the Purchase Agreement (as such term is defined in the Notes).

17. **Other Security.** To the extent that the Obligations are now or hereafter secured by property other than the Collateral or by the guarantee, endorsement or property of any other person, firm, corporation or other entity, then the Agent shall have the right, in its sole discretion, to pursue, relinquish, subordinate, modify or take any other action with respect thereto, without in any way modifying or affecting any of the Secured Party's rights and remedies hereunder.

18. **Not Used.**

19. **Miscellaneous.**

(a) No course of dealing between the Debtors and the Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder or under the Notes shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) All of the rights and remedies of the Secured Party with respect to the Collateral, whether established hereby or by the Notes or by any other agreements, instruments or documents or by law shall be cumulative and may be exercised singly or concurrently.

(c) This Agreement, together with the exhibits and schedules hereto, contains the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into this Agreement and the exhibits and schedules hereto. No provision of this Agreement may be waived, modified, supplemented or amended except in a written instrument signed, in the case of an amendment, by the Debtors and the

Secured Party holding two-thirds (2/3^{ths}) or more of the principal amount of Notes then outstanding, or, in the case of a waiver, by the party against whom enforcement of any such waived provision is sought.

(d) If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(e) No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

(f) This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of each Secured Party (other than by merger). The Secured Party may assign any or all of its rights under this Agreement to any Person to whom such Secured Party assigns or transfers any Obligations.

(g) Each party shall take such further action and execute and deliver such further documents as may be necessary or appropriate in order to carry out the provisions and purposes of this Agreement.

(h) Except to the extent mandatorily governed by the jurisdiction or situs where the Collateral is located, all questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Except to the extent mandatorily governed by the jurisdiction or situs where the Collateral is located, each Debtor agrees that all proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and the Notes (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York, Borough of Manhattan. Except to the extent mandatorily governed by the jurisdiction or situs where the Collateral is located, each Debtor hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such proceeding is

improper. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

(i) This Agreement may be executed in any number of 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. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

(j) All Debtors shall jointly and severally be liable for the obligations of each Debtor to the Secured Party hereunder.

(k) Each Debtor shall indemnify, reimburse and hold harmless the Secured Party and its respective partners, members, shareholders, officers, directors, employees and agents (and any other persons with other titles that have similar functions) (collectively, "Indemnitees") from and against any and all losses, claims, liabilities, damages, penalties, suits, costs and expenses, of any kind or nature, (including fees relating to the cost of investigating and defending any of the foregoing) imposed on, incurred by or asserted against such Indemnitee in any way related to or arising from or alleged to arise from this Agreement or the Collateral, except any such losses, claims, liabilities, damages, penalties, suits, costs and expenses which result from the gross negligence or willful misconduct of the Indemnitee as determined by a final, nonappealable decision of a court of competent jurisdiction. This indemnification provision is in addition to, and not in limitation of, any other indemnification provision in the Notes, the Purchase Agreement (as such term is defined in the Notes) or any other agreement, instrument or other document executed or delivered in connection herewith or therewith.

(l) Nothing in this Agreement shall be construed to subject Agent or any Secured Party to liability as a partner in any Debtor or any of its direct or indirect subsidiaries that is a partnership or as a member in any Debtor or any of its direct or indirect subsidiaries that is a limited liability company, nor shall Agent or any Secured Party be deemed to have assumed any obligations under any partnership agreement or limited liability company agreement, as applicable, of any such Debtor or any of its direct or indirect subsidiaries or otherwise, unless and until any such Secured Party exercises its right to be substituted for such Debtor as a partner or member, as applicable, pursuant hereto.

(m) To the extent that the grant of the security interest in the Collateral and the enforcement of the terms hereof require the consent, approval or action of any partner or member, as applicable, of any Debtor or any direct or indirect subsidiary of any Debtor or compliance with any provisions of any of the Organizational Documents, the Debtors hereby represent that all such consents and approvals have been obtained.

[SIGNATURE PAGE OF DEBTOR FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be
duly executed on the day and year first above written.

COPSYNC, INC.

By: 

Name: Rodney Blevens
Title: CEO



Search Results

LAURIE ANDERS
Adams and Reese LLP
450 Laurel Street, Suite 1900
Baton Rouge, LA 70801

Date: 09/12/2017
Order #: 60562180
Customer #: 506241
Reference 1: Copsync, Inc.
Reference 2: --

Target Name: Copsync, Inc.

Jurisdiction: Secretary of State, Delaware

Search Type: Federal Tax Lien

Results: No Records Found /See Attached Certified Search

Searched Through: 08/30/2017

Searched: 10 Years

Search Type: UCC Lien

Results: See Attached Certified Search with 12 Copies Attached

Searched Through: 08/30/2017

Searched: 5 Years

STEPHEN GROVE
Columbus Team 6
4400 Easton Commons Way
Suite 125
Columbus, OH 43219
(800) 713-0755 EXT:3563
stephen.grove@wolterskluwer.com

This report contains information compiled from sources which CT Lien Solutions considers reliable but does not control. The information provided is not a certified record of the applicable jurisdiction unless otherwise indicated. CT Lien Solutions does not (i) warrant or guarantee the accuracy, completion or timeliness of the information provided or (ii) accept any liability for delays, errors or omissions in the information provided. CT Lien Solutions is not an insurer with regard to this information or these services. Under no circumstances shall CT Lien Solutions be liable for any loss of underlying collateral or loss (or decreased priority) of security interest in connection with this information or these services. Any categorization of search results is provided for convenience only and is not to be construed as a legal opinion concerning the status of filings.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) (212) 267-8600
B. E-MAIL CONTACT AT FILER (optional) SS@BRIDGESERVICE.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) BRIDGE SERVICE CORP. 299 BROADWAY, SUITE 1508 NEW YORK, NY 100072061 US

Delaware Department of State
U.C.C. Filing Section
Filed: 11:27 AM 09/13/2017
U.C.C. Initial Filing No: 2016 6214355
Amendment No: 2017 6074279
Service Request No: 20176138488

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20166214355

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☒ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

MEF I, L.P.

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

40 WALL STREET

CITY

NEW YORK

STATE

NY

POSTAL CODE

10005

COUNTRY

US

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

Collateral Description - please see attached

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

DOMINION CAPITAL LLC

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

International Association of Commercial Administrators

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
20166214355

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

DOMINION CAPITAL LLC

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13). Provide only
999 Debtor name (13a or 13b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a. ORGANIZATION'S NAME

CORP SYNC, INC>

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral)

15. This FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut ☐ covers ss-extracted collateral ☐ is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:

18. MISCELLANEOUS:

Exhibit A

Description of Collateral

	1 - 30	31 - 60	61 - 90	91 and over	Total
Brandon-COPsync, LLC	\$ 5,840	\$174,943	\$288,462	\$ 200,457	\$ 669,701

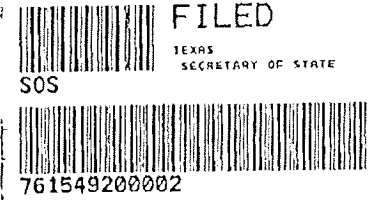
UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) 800-225-2736
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Bridge Service Corp. #131-672 299 Broadway, Suite 1508 New York, NY 10007

RECEIVED
SEP 13 2017
CLK 75

17-00311963
09/13/2017 12:13 PM



N3

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
16-0033365148 filed 10/10/2016

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☒ ASSIGNMENT (full or partial): Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 9. For partial assignment, complete Items 7 and 9 and also indicate affected collateral in Item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects ☐ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to:

☐ CHANGE name and/or address: Complete Item 6a or 6b; and Item 7a or 7b and Item 7c

☐ ADD name: Complete Item 7a or 7b, and Item 7c

☐ DELETE name: Give record name to be deleted in Item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

MEFI, L.P.

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

40 Wall Street

CITY

New York

STATE

NY

POSTAL CODE

10005

COUNTRY

USA

8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☒ ASSIGN collateral
Indicate collateral:

See Exhibit A for description of Collateral being assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

Dominion Capital LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as Item 1a on Amendment form
16-0033365148

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as Item 0 on Amendment form

12a. ORGANIZATION'S NAME Dominion Capital LLC	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13): Provide only one Debtor name (13a or 13b) (Use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME COPSYNC, Inc.			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. THIS FINANCING STATEMENT AMENDMENT: <input type="checkbox"/> covers debtor to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a future filing	17. Description of real estate:
16. Memo and address of a RECORD OWNER of real estate described in Item 17 (if Debtor does not have a record interest):	
18. MISCELLANEOUS:	

Exhibit A

Description of Collateral

	1 - 30	31 - 60	61 - 90	91 and over	Total
Brandon-COPsync, LLC	\$ 9,840	\$174,943	\$288,462	\$ 200,457	\$ 669,701

EXHIBIT 8

TEXAS UCC SEARCH RESULTS

Uniform Commercial Code
P.O. Box 13193
Austin, Texas 78711-3193



Rolando B. Pablos
Secretary of State

Office of the Secretary of State

Texas UNIFORM COMMERCIAL CODE Debtor Search Certificate With Copy

Document Number: 761058620003

September 12, 2017

Requested Organization Debtor: COPSYN

Requested City: Not Specified

Page 1 of 4

<u>Initial</u> <u>Filing Number</u>	<u>Filing Type</u>	<u>Filing Date</u>	<u>Filing Time</u>	<u>Lapse Date</u>	<u>Number of</u> <u>Pages</u>
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14-0004251865	Financing Statement	02/04/2014	05:00 PM	02/04/2019	3
<u>Party Type</u>	<u>Party Name and Address</u>				
Debtor:	COPSYN, INC., 16415 ADDISON ROAD, ADDISON, TX, USA, 75001 - 3218				
Secured Party:	BANK OF NEW HAMPSHIRE,, 62 PLEASANT STREET, LACONIA, NH, USA, 03246				

<u>Amendment</u> <u>Filing Number</u>	<u>Filing Type</u>	<u>Filing Date</u>	<u>Filing Time</u>	<u>Number of</u> <u>Pages</u>
15-00305358	Party Information Change	09/18/2015	05:00 PM	4

<u>Initial</u> <u>Filing Number</u>	<u>Filing Type</u>	<u>Filing Date</u>	<u>Filing Time</u>	<u>Lapse Date</u>	<u>Number of</u> <u>Pages</u>
--	--------------------	--------------------	--------------------	-------------------	----------------------------------

14-0004251986	Financing Statement	02/04/2014	05:00 PM	02/04/2019	4
<u>Party Type</u>	<u>Party Name and Address</u>				
Debtor:	COPSYN, INC., 16415 ADDISON ROAD, ADDISON, TX, USA, 75001 - 3218				
Secured Party:	BANK OF NEW HAMPSHIRE,, 62 PLEASANT STREET, LACONIA, NH, USA, 03246				

<u>Initial</u> <u>Filing Number</u>	<u>Filing Type</u>	<u>Filing Date</u>	<u>Filing Time</u>	<u>Lapse Date</u>	<u>Number of</u> <u>Pages</u>
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14-0023179491	Financing Statement	07/21/2014	02:40 PM	07/21/2019	2
<u>Party Type</u>	<u>Party Name and Address</u>				
Debtor:	COPSYN, INC., 16415 ADDISON ROAD, SUITE 300, ADDISON, TX, USA, 75001				
Secured Party:	CLERMONT, LLC, 7334 BLANCO ROAD, SUITE 200, SAN ANTONIO, TX, USA, 78216				

Come visit us on the Internet @ <http://www.sos.state.tx.us/>

Phone: 512-475-2703

FAX: 512-463-1423

Dial: 7-1-1 for Relay Services

<u>Amendment Filing Number</u>	<u>Filing Type</u>	<u>Filing Date</u>	<u>Filing Time</u>	<u>Number of Pages</u>
16-00381276	Termination	11/22/2016	10:10 AM	1

<u>Initial Filing Number</u>	<u>Filing Type</u>	<u>Filing Date</u>	<u>Filing Time</u>	<u>Lapse Date</u>	<u>Number of Pages</u>
15-0014556017	Financing Statement	05/11/2015	10:50 AM	05/11/2020	1
<u>Party Type</u>	<u>Party Name and Address</u>				
Debtor:	COPSYNC INC, 16415 ADDISON RD STE 300, ADDISON, TX, USA, 75001				
Secured Party:	CORPORATION SERVICE COMPANY, AS REPRESENTATIVE, P.O. BOX 2576 UCCSPREP@CSCINFO.COM, SPRINGFIELD, IL, USA, 62708				

Collateral Information:

ALL RIGHTS I NOW HAVE OR MAY HAVE IN THE FUTURE TO THE PAYMENT OF MONEY INCLUDING, BUT NOT LIMITED TO: (A) PAYMENT FOR GOODS SOLD OR LEASED OR FOR SERVICES RENDERED, WHETHER OR NOT I HAVE EARNED SUCH PAYMENT BY PERFORMANCE; AND (B) RIGHTS TO PAYMENT ARISING OUT OF ALL PRESENT AND FUTURE DEBT INSTRUMENTS, CHATTEL PAPER AND LOANS AND OBLIGATION RECEIVABLE. THE ABOVE INCLUDE ANY RIGHTS AND INTERESTS (INCLUDING ALL LIENS AND SECURITY INTERESTS), WHICH I MAY HAVE BY LAW OR AGREEMENT AGAINST ANY ACCOUNT DEBTOR OR OBLIGOR OF MINE.

<u>Amendment Filing Number</u>	<u>Filing Type</u>	<u>Filing Date</u>	<u>Filing Time</u>	<u>Number of Pages</u>
15-00269141	Termination	08/21/2015	08:46 AM	1

<u>Initial Filing Number</u>	<u>Filing Type</u>	<u>Filing Date</u>	<u>Filing Time</u>	<u>Lapse Date</u>	<u>Number of Pages</u>
16-0033365148	Financing Statement	10/10/2016	10:25 AM	10/10/2021	1
<u>Party Type</u>	<u>Party Name and Address</u>				
Debtor:	COPSYNC, INC., 16415 ADDISON ROAD, SUITE 300, ADDISON, TX, USA, 75001				
Secured Party:	DOMINION CAPITAL LLC, C/O ROBINSON BROG, ET AL., 875 THIRD AVENUE, 9TH FLOOR, NEW YORK, NY, USA, 10022				

Collateral Information:

"ALL ASSETS OF DEBTOR WHETHER PRESENTLY OWNED OR EXISTING OR HEREAFTER ACQUIRED OR COMING INTO EXISTENCE."

<u>Initial Filing Number</u>	<u>Filing Type</u>	<u>Filing Date</u>	<u>Filing Time</u>	<u>Lapse Date</u>	<u>Number of Pages</u>
17-0019048363	Financing Statement	06/05/2017	12:14 PM	06/06/2022	1
<u>Party Type</u>	<u>Party Name and Address</u>				
Debtor:	COPSYNC INC, 16415 ADDISON RD, SUITE 300, ADDISON, TX, USA, 75001				

Secured Party: **CORPORATION SERVICE COMPANY, AS REPRESENTATIVE, P.O. BOX 2576
UCCSPREP@CSCINFO.COM, SPRINGFIELD, IL, USA, 62708**

Collateral Information:

INCLUDING ALL LIENS AND SECURITY INTERESTS), WHICH I MAY HAVE BY LAW OR AGREEMENT
ALL RIGHTS I NOW HAVE OR MAY HAVE IN THE FUTURE TO THE PAYMENT OF MONEY INCLUDING
G, BUT NOT LIMITED TO:(A) PAYMENT FOR GOODS SOLD OR LEASED OR FOR SERVICES RENDERED,
WHETHER OR NOT I HAVE EARNED SUCH PAYMENT BY PERFORMANCE; AND (B) RIGHTS TO
PAYMENT ARISING OUT OF ALL PRESENT AND FUTURE DEBT INSTRUMENTS, CHATTEL PAPER AND
LOANS AND OBLIGATION RECEIVABLE. THE ABOVE INCLUDE ANY RIGHTS AND INTERESTS (C)
T AGAINST ANY ACCOUNT DEBTOR OR OBLIGOR OF MINE.

<u>Initial Filing Number</u>	<u>Filing Type</u>	<u>Filing Date</u>	<u>Filing Time</u>	<u>Lapse Date</u>	<u>Number of Pages</u>
17-0026897383	Financing Statement	08/07/2017	01:00 PM	08/08/2022	1
<u>Party Type</u>	<u>Party Name and Address</u>				
Debtor:	COPSYNC, INC., 16415 ADDISON ROAD, SUITE 300, ADDISON, TX, USA, 75001 - 75001				
Secured Party:	MAKING SENSE, LLC, 17806 IH-10 W SUITE 300, SAN ANTONIO, TX, USA, 78257 - 78257				

Collateral Information:

PROPERTY, ALL DEPOSIT ACCOUNTS, ALL CASH, ALL INTELLECTUAL PROPERTY, ALL OTHER GO
ALL PERSONAL PROPERTY AND ASSETS (TANGIBLE AND INTANGIBLE) INCLUDING THE FOLLOWING
NG, WHETHER NOW OWNED OR HEREAFTER ACQUIRED AND WHEREVER LOCATED: ALL RECEIVABLES,
ALL EQUIPMENT, ALL FIXTURES, ALL INTANGIBLES, ALL INVENTORY, ALL INVESTMENT PROCEEDS
OF COPSYNC, INC, ALL PROCEEDS OF EACH OF THE FOREGOING AND ALL ACCESSIONS TO
AND REPLACEMENTS FOR EACH OF THE FOREGOING, AS EACH IS DEFINED UNDER THE UCC.

Total Pages: 19

The undersigned, as Secretary of State of Texas, hereby certifies that the attached documents are true and correct reproductions of all available records now in my lawful custody and possession, as the same are filed in the Uniform Commercial Code Section of my office as of 09/07/2017 at 05:00 PM and which name the above debtor. My acceptance for filing and custody of these documents in no way confirms, denies, or implies validity, legal effect, or enforceability of the attached documents.



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Bank of New Hampshire Commercial Lending 62 Pleasant Street Laconia, NH 03246



03

14-0004251865

02/04/2014 05:00 PM



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TEXAS
SECRETARY OF STATE

SOS



528586370002

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME COPsync, Inc.			
OR			
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS			
16415 Addison Road		CITY Addison	STATE TX
		POSTAL CODE 75001-3218	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR			
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS			
		CITY	STATE
		POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Bank of New Hampshire,			
OR			
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS			
62 Pleasant Street		CITY Laconia	STATE NH
		POSTAL CODE 03246	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All contract rights, leases, relating to, as well as all debtors in COPsync, Inc. with all accessories, parts and equipment now or hereafter affixed thereto or used in connection therewith; all substitutions or replacements and proceeds of any of the foregoing.

See attached exhibit

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

4-7556

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

14-0004251986

02/04/2014 05:00 PM



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SECRETARY OF STATE

SOS



528586370003

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Bank of New Hampshire Commercial Lending 62 Pleasant Street Laconia, NH 03246</div> <div>RECEIVED FEB 4 2014 CLK 59</div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME COPsync, Inc.					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 16415 Addison Road		CITY Addison	STATE TX	POSTAL CODE 75001-3218	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Bank of New Hampshire,					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 62 Pleasant Street		CITY Laconia	STATE NH	POSTAL CODE 03246	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All contract rights, leases, relating to, as well as all debtors in COPsync, Inc. with all accessories, parts and equipment now or hereafter affixed thereto or used in connection therewith; all substitutions or replacements and proceeds of any of the foregoing.

See attached exhibit

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

4-7557

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Clermont, LLC 7334 Blanco Road, Suite 200 San Antonio, Texas 78216

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JUL 21 2014
CLK 87

14-0023179491
07/21/2014 02:40 PM

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SECRETARY OF STATE

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1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME COPSYNC, INC.				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS				
16415 Addison Road, Suite 300		CITY Addison	STATE TX	POSTAL CODE 75001
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS				
		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CLERMONT, LLC				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS				
7334 Blanco Road, Suite 200		CITY San Antonio	STATE TX	POSTAL CODE 78216
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibit "A" attached hereto and made a part hereof for all purposes.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

443291

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 USA

FILING NUMBER: 15-0014556017
FILING DATE: 05/11/2015 10:50 AM
DOCUMENT NUMBER: 605969040001
FILED: Texas Secretary of State
IMAGE GENERATED ELECTRONICALLY FOR XML FILING
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1. DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME COPSYNC INC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 16415 ADDISON RD STE 300		CITY ADDISON	STATE TX	POSTAL CODE 75001
COUNTRY USA				

2. DEBTOR'S NAME - Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
COUNTRY				

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME Corporation Service Company, as Representative			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS P.O. Box 2576 uccsprep@cscinfo.com		CITY Springfield	STATE IL	POSTAL CODE 62708
COUNTRY USA				

4. COLLATERAL: This financing statement covers the following collateral:
All rights I now have or may have in the future to the payment of money including, but not limited to: (a) payment for goods sold or leased or for services rendered, whether or not I have earned such payment by performance; and (b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligation receivable. The above include any rights and interests (including all liens and security interests), which I may have by law or agreement against any account debtor or obligor of mine.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

[99473741]

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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

15-00305358

09/18/2015 05:00 PM



FILED

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SECRETARY OF STATE

SOS

631903630002

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Bank of New Hampshire Commercial Banking 62 Pleasant Street Laconia, NH 03246

RECEIVED
SEP 18 2015
CLK 16

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1a. INITIAL FINANCING STATEMENT FILE NUMBER

File # 14-0004251865 Orig File Date 2/4/14

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record)
(or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☒ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☒ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

☒ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

CORsync, Inc.

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

Patsy's Leasing Corp.

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

31 Hall Street

CITY

Concord

STATE

NH

POSTAL CODE

03301

COUNTRY

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

Bank of New Hampshire

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Bridge Service Corp. 800-225-2736
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Bridge Service Corp. 299 Broadway, Suite 1508 New York, NY 10007-2001 USA

FILING NUMBER: 16-0033365148

FILING DATE: 10/10/2016 10:25 AM

DOCUMENT NUMBER: 693562080002

FILED: Texas Secretary of State

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
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1. DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME COPsync, Inc.				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
16415 Addison Road, Suite 300	Addison	TX	75001	USA

2. DEBTOR'S NAME - Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Dominion Capital LLC				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o Robinson Brog, et al., 875 Third Avenue, 9th Floor	New York	NY	10022	USA

4. COLLATERAL: This financing statement covers the following collateral:
"All assets of Debtor whether presently owned or existing or hereafter acquired or coming into existence."

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box.

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

#100820.0040

FILING OFFICE COPY

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) COPsync, Inc. 9728656192
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) COPsync, Inc. 16415 Addison Road Suite 300 Addison, TX 75001 USA

FILING NUMBER: 16-00381276
FILING DATE: 11/22/2016 10:10 AM
DOCUMENT NUMBER: 700956040003
FILED: Texas Secretary of State
IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 14-0023179491		1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13	
2. <input checked="" type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of the Secured Party authorizing this Termination Statement			
3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b <u>and</u> address of Assignee in item 7c <u>and</u> also name of Assignor in item 9. For partial assignment, complete item 7 and 9 <u>and</u> also indicate affected collateral in item 8			
4. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law			
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check <u>one</u> of these two boxes. This Change affects <input type="checkbox"/> Debtor <u>or</u> <input type="checkbox"/> Secured Party of record. <u>AND</u> Check <u>one</u> of these three boxes to: <input type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; <u>and</u> item 7a or 7b <u>and</u> item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, <u>and</u> item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b.			
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)			
6a. ORGANIZATION'S NAME			
OR			
6b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)			
7a. ORGANIZATION'S NAME			
OR			
7b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX
7c. MAILING ADDRESS		CITY	STATE
			POSTAL CODE
			COUNTRY
8. <input type="checkbox"/> COLLATERAL CHANGE: <u>Also</u> check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral:			
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input checked="" type="checkbox"/> and provide name of authorizing Debtor			
9a. ORGANIZATION'S NAME			
COPSYNC, INC.			
OR			
9b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX
10. OPTIONAL FILER REFERENCE DATA:			

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FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 USA

FILING NUMBER: 17-0019048363

FILING DATE: 06/05/2017 12:14 PM

DOCUMENT NUMBER: 742214540001

FILED: Texas Secretary of State

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1. DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME COPSYNC INC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 16415 ADDISON RD, SUITE 300		CITY ADDISON	STATE TX	POSTAL CODE 75001
				COUNTRY USA

2. DEBTOR'S NAME - Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME Corporation Service Company, as Representative			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS P.O. Box 2576 uccsprep@cscinfo.com		CITY Springfield	STATE IL	POSTAL CODE 62708
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
All rights I now have or may have in the future to the payment of money including, but not limited to: (a) payment for goods sold or leased or for services rendered, whether or not I have earned such payment by performance; and (b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligation receivable. The above include any rights and interests (including all liens and security interests), which I may have by law or agreement against any account debtor or obligor of mine.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box.

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

[131998640]

FILING OFFICE COPY

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Gabriela Smith 2149012010
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) GABRIELA SMITH 5307 E. Mockingbird Ln. Suite 500 Dallas, TX 75206 USA

FILING NUMBER: 17-0026897383
FILING DATE: 08/07/2017 01:00 PM
DOCUMENT NUMBER: 754800360002
FILED: Texas Secretary of State
IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME CopSync, Inc.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 16415 Addison Road, Suite 300	CITY Addison	STATE TX	POSTAL CODE 75001-75001	COUNTRY USA

2. DEBTOR'S NAME - Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Making Sense, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 17806 IH-10 W Suite 300	CITY San Antonio	STATE TX	POSTAL CODE 78257-78257	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
All personal property and assets (tangible and intangible) including the following, whether now owned or hereafter acquired and wherever located: All Receivables, all Equipment, all Fixtures, all Intangibles, all Inventory, All Investment Property, all Deposit Accounts, all Cash, all Intellectual Property, all other Goods of CopSync, Inc, all Proceeds of each of the foregoing and all accessions to and replacements for each of the foregoing, as each is defined under the UCC.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box.
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

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DOCUMENT NUMBER: 761058620003
ORDER DATE: 09/12/2017 11:04 AM
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EXHIBIT 9

MENNONITE NOTICE LIST

Bank of New Hampshire
Commercial Banking
62 Pleasant Street
Laconia, NH 03246

Bank of New Hampshire
300 Franklin St.
Manchester, NH 03101

Bridge Services Corp.
299 Broadway, Suite 1508
New York, NY 10007-2001

Dominion Capital LLC
c/o Robinson Brog
875 Third Avenue, 9th Floor
New York, NY 10022

Clermont, LLC
7334 Blanco Rd., Suite 200
San Antonio, TX 78216

Corporation Service Company, as Representative
P.O. Box 2576
Springfield, IL 62708

Corporation Service Company
801 Adlai Stevenson Dr.
Springfield, IL 62703

Making Sense, LLC
17806 IH-10 W, Suite 300
San Antonio, TX 78257

Gabriela Smith
5307 E. Mockingbird Lane, Suite 500
Dallas, TX 75206

MEF I, L.P.
40 Wall Street
New York, NY 10005

The Brewer Group, Inc.
80 South Eighth Street, Ste. 900
Minneapolis, MN 55402

Thinkstream Acquisition, LLC
3837 Plaza Tower Dr., Suite C
Baton Rouge, LA 70816