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# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wachovia Bank, National Association		07/18/2008	Administrative Agent:

### RECEIVING PARTY DATA

Name:	Sonitrol Corporation
Street Address:	1000 Westlakes Drive
Internal Address:	Suite 150
City:	Berwyn
State/Country:	PENNSYLVANIA
Postal Code:	19312
Entity Type:	CORPORATION:

#### PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2850848	SONAVISION
Registration Number:	2623863	SONITROL
Registration Number:	2505139	SONNT
Registration Number:	1188998	SOUND SECURITY
Registration Number:	0912681	SONITROL
Registration Number:	1497543	ADVANTAGE
Registration Number:	2050392	SMARTAUDIO

### **CORRESPONDENCE DATA**

Fax Number: (212)225-3999

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212.225.2316

Email: skaraivanov@cgsh.com
Correspondent Name: Svilen I. Karaivanov

TRADEMARK
REEL: 003824 FRAME: 0530

900112472

Address Line 1: One Liberty Plaza Address Line 2: Cleary Gottlieb Steen & Hamilton Address Line 4: New York, NEW YORK 10006 ATTORNEY DOCKET NUMBER: 16703-006 NAME OF SUBMITTER: Svilen I. Karaivanov Signature: /Svilen I. Karaivanov/ 07/18/2008 Date: Total Attachments: 4 source=Trademark Release#page1.tif source=Trademark Release#page2.tif source=Trademark Release#page3.tif source=Trademark Release#page4.tif

# TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "<u>Termination</u>"), dated as of July [6], 2008, is made by Wachovia Bank, National Association, as Administrative Agent under the Credit Agreement (the "<u>Secured Party</u>"). Capitalized terms used herein without definition have the meanings given to them in the Security Agreement, dated as of June 3, 2005, among Sonitrol Corporation (the "<u>Grantor</u>"), the Guarantors named therein and the Secured Party (the "<u>Security Agreement</u>").

**WHEREAS**, the Grantor has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses ("<u>Trademarks</u>");

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on June 22, 2005 at Reel 3108 and Frame 0735; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on <u>Schedule A</u> attached hereto.

NOW, THEREFORE, for valuable consideration, the Secured Party hereby agrees to the following:

- 1. The Secured Party hereby absolutely, unconditionally and irrevocably terminates, releases and forever discharges all mortgages, liens, and security interests granted to the Secured Party under the Security Agreement and any and all other mortgages, liens and security interests that the Secured Party or its predecessors, successors and assigns may have in or to the following:
  - a. all of the Trademarks, including, without limitation, those referred to on Schedule A attached hereto;
  - b. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - b. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.
- 2. The Secured Party hereby assigns, transfers and sets over to the Grantor all right, title and interest that Secured Party and its predecessors, successors and assigns may have in or to the Trademarks together with the goodwill associated therewith.
- 3. The Secured Party acknowledges and agrees that the Security Agreement has been terminated. The Secured Party hereby authorizes and requests the Director of Patents and Trademarks of the United States of America to record this Termination against the Trademarks.
- 4. This Termination shall be governed by and construed in accordance with the law of the State of New York.

5. successors, a	This Termination shall issigns and transferees.	be binding upon the Sec	ured Party's representatives,
	[REMAINDER OF PAGI	E INTENTIONALLY LEF	T BLANK]

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent

Name: C. Jeffley

Title: Managing Director

# Schedule A

# Sonitrol Corporation (Delaware Corporation)

# U.S. Trademarks

# Registered Marks

Mark	Registration No.	Registration Date
3 <b>O</b> NNT	2850848	6/8/04
SOUND SECURITY ———	2623863	9/24/02
SWOND SECORITI	2505139	11/6/01
SONITROL	1188998	2/2/82
ADVANTAGE	912681	6/8/71
APVANIAUE	1497543	7/26/88
SMARTAUDIO	2050392	4/8/97

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**RECORDED: 07/18/2008**