

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emergency Communications Network, LLC		10/03/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Maranon Capital, L.P., as Agent		
Street Address:	One North Franklin Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3608489	CODE-ED	
Registration Number:	2906346	CODE RED	
Registration Number:	3222362	CODERED	
Registration Number:	3286364	CODERED	
Registration Number:	2885436	CODERED	
Registration Number:	2664970	DIARYREACH	
Registration Number:	2891276	ECN	
Registration Number:	2892086	EMERGENCY COMMUNICATIONS NETWORK	
Registration Number:	2912782	EMERGENCY COMMUNICATIONS NETWORK	
Registration Number:	2481360	THE BROADCAST TEAM	
Registration Number:	3618914	UNIVERSAL ANI	
Registration Number:	3615312	VALIDATA	
Registration Number:	3435147	GOD'S CALLING	
Registration Number:	3364547	PLEDGE-O-MATIC	

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TRADEMARK

Registration Number:	3363993	CALLTOSANTA.COM
Serial Number:	85407183	CODERED WEATHER WARNING

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe St
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	339494-21
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	10/12/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 3, 2011, by Emergency Communications Network, LLC, a Delaware limited liability company ("Grantor"), in favor of Maranon Capital, L.P., a Delaware limited partnership, in its capacity as Agent for Investors. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Mezzanine Investment Agreement described below.

WITNESSETH:

WHEREAS, pursuant to that certain Mezzanine Investment Agreement dated as of the date hereof (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Investment Agreement") by and among Grantor, as a "Borrower", each other Person that becomes a party thereto as a "Borrower", Agent, the other persons designated as "Credit Parties" on the signature pages thereof, Agent (as defined therein) and the financial institutions, funds and other investors who are or hereafter become parties thereto as investors (collectively, the "Investors"; Investors, together with Agent are sometimes hereinafter referred to collectively as the "Secured Parties"), the Secured Parties have agreed, subject to the satisfaction of certain conditions precedent, to make Loans and other financial accommodations available to the Grantor and the other Borrowers;

WHEREAS, the Secured Parties are willing to make the Loans as provided for in the Investment Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the other Secured Parties, that certain Mezzanine Senior Secured Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the other Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and the other Secured Parties, a continuing second priority (subject only to the Lien in favor of the Senior Debt Agent) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by 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.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any intent-to-use Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

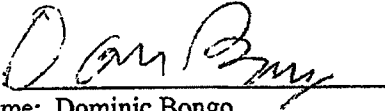
2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and to the extent of the security interests granted to Agent, on behalf of itself and the other Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and delivered by facsimile or otherwise electronically, 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.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]


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

**EMERGENCY COMMUNICATIONS
NETWORK, LLC**, a Delaware limited
liability company

By: 
Name: Dominic Bongo
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

MARANON CAPITAL, L.P.,
as Agent

By: 

Name: Robert E. Kircher III
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

TRADEMARKS / TRADEMARK APPLICATIONS:

Jurisdiction	Trademark	Registration No.	Date Registered
U.S.	CODE-ED	3608489	4/21/2009
U.S.	CODE RED and Design	2906346	11/30/2004
U.S.	CODERED	3222362	3/27/2007
U.S.	CODERED	3286364	8/28/2007
U.S.	CODERED	2885436	9/14/2004
U.S.	DIARYREACH	2664970	12/24/2002
U.S.	ECN	2891276	10/5/2004
U.S.	EMERGENCY COMMUNICATIONS NETWORK	2892086	10/5/2004
State of Florida	EMERGENCY COMMUNICATIONS NETWORK	T20031004	8/12/2003
U.S.	EMERGENCY COMMUNICATIONS NETWORK and Design	2912782	12/21/2004
State of Florida	EMERGENCY COMMUNICATIONS NETWORK and Design	T20031005	8/12/2003
U.S.	THE BROADCAST TEAM and Design	2481360	8/28/2001
U.S.	UNIVERSAL ANI	3618914	5/12/2009
U.S.	VALIDATA	3615312	5/5/2009
U.S.	GOD'S CALLING	3435147	5/27/2008
U.S.	PLEDGE-O-MATIC	3364547	1/8/2008
U.S.	CALLTOSANTA.COM	3363993	1/1/2008
U.S.	CODERED WEATHER WARNING	App. 85/407183	Filed 8/25/2011