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
Deutsche Bank Trust Company Americas, as Collateral Agent		07/03/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	Enterprise Electronics Corporation
Street Address:	128 South Industrial Blvd.
City:	Enterprise
State/Country:	ALABAMA
Postal Code:	36330
Entity Type:	CORPORATION: ALABAMA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77063379	ADRIS
Serial Number:	76639432	EEC
Serial Number:	76637998	EEC
Serial Number:	78951235	SIDPOL

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email: ash@hsy.com

Correspondent Name: Ashley Hugunine

Address Line 1: 2001 Park Place, Suite 1400
Address Line 4: Birmingham, ALABAMA 35203

NAME OF SUBMITTER:	Ashley Hugunine
Signature:	/s/ Ashley Hugunine

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Date:	07/17/2012
Total Attachments: 12	
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RELEASE OF GUARANTOR

This Release ("Release"), dated as of July 3, 2012, is entered into by Deutsche Bank Trust Company America, as Agent (as defined below) and TWCC Holding Corp., a Virginia corporation, as Borrower (as defined below).

- Reference to Credit Agreement and Security Agreements. Reference is hereby made to (i) 1. that certain Security Agreement, dated as of September 12, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the grantors identified therein and Deutsche Bank Trust Company Americas, as Collateral Agent for the Secured Parties (in such capacity, the "Agent"), (ii) that certain Trademark Security Agreement, dated as of September 12, 2008, as filed at the United States Patent and Trademark Office on September 16, 2008 at Reel/Frame 003853/0737 among the grantors identified therein and the Agent, as supplemented by that certain Trademark Security Agreement Supplement dated as of March 17, 2010, as filed at the United States Patent and Trademark Office on March 22, 2010 at Reel/Frame 004171/0123 among the grantors identified therein and the Agent (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), (iii) that certain Patent Security Agreement, dated as of September 12, 2008, as filed at the United States Patent and Trademark Office on September 16, 2008 at Reel/Frame 021531/0127 among the grantors identified therein and the Agent, as supplemented by that certain Patent Security Agreement Supplement dated as of March 17, 2010, as filed at the United States Patent and Trademark Office on March 22, 2010 at Reel/Frame 024103/0710 among the grantors identified therein and the Agent (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), (iv) that certain Copyright Security Agreement, dated as of September 12, 2008, as recorded with the United States Copyright Office on September 17, 2008 at Volume/Doc.No. 3568/87 among the grantors identified therein and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Copyright Security Agreement" and, together with the Patent Security Agreement and the Trademark Security Agreement, the "IP Security Agreements"), (v) that certain Second Amended and Restated Credit Agreement, dated as of February 11, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TWCC Holding Corp., a Virginia corporation (the "Borrower"), the guarantors from time to time party thereto, the Agent, the lenders from time to time party thereto and the other agents named therein and (vi) that certain Stock Purchase Agreement, dated June 14, 2012, as amended (the "Purchase Agreement"), by and between the Borrower, as seller, and the buyer named therein (the "Buyer"), attached hereto as Annex A. Capitalized terms used but not defined herein have the meanings assigned in the Credit Agreement, the Security Agreement, the IP Security Agreements or the Purchase Agreement, as applicable, unless otherwise noted herein.
- 2. <u>Borrower's Certification</u>. The undersigned, in its capacity as a duly appointed officer of the Borrower, hereby certifies on behalf of the Borrower that (i) the Borrower entered into the Purchase Agreement, pursuant to which the Borrower will sell the Shares (as defined in the Purchase Agreement) of Enterprise Electronics Corporation, an Alabama corporation and

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wholly-owned subsidiary of the Borrower (the "Released Guarantor") to the Buyer (the "Sale"), (ii) the Sale is for no less than the fair market value of the property as required under Section 7.05 of the Credit Agreement and otherwise complies with the requirements of Section 7.05(j) of the Credit Agreement, (iii) the Borrower intends to reinvest the proceeds from the Sale to acquire, maintain, develop, construct, improve, upgrade or repair assets useful in the business of the Borrower or the Restricted Subsidiaries or to make Permitted Acquisitions or any acquisition of all or substantially all the assets of, or Equity Interests in, a Person or division or line of business of a Person, in each case within 12 months of receipt of the proceeds from the Sale; (iv) the Buyer requires that the Shares be sold to the Buyer free and clear of any security interests, liens or encumbrances, (v) as of the date of the execution and delivery of this Release by Deutsche Bank Trust Company Americas, in its capacity as Agent, and upon the consummation of the Sale, the Sale and the other transactions contemplated by the Purchase Agreement are permitted by Section 7.05(j) of the Credit Agreement, (vi) as of the date of the execution and delivery of this Release by Deutsche Bank Trust Company Americas, in its capacity as Agent, and upon the consummation of the Sale, no Default or Event of Default has occurred or will have occurred as a result of the Sale and the other transactions contemplated by the Purchase Agreement and (vii) the Agent's release, discharge and disclaimer, without covenant or warranty, express or implied, and without recourse to it, of the Released Guarantor of its obligations under the Loan Documents and each lien, security interest and other encumbrance of any kind in respect of the Released Guarantor's assets and the Shares created pursuant to the Credit Agreement or the Collateral Documents, and the filing of the Release are permitted by the Credit Agreement and the other Loan Documents (including, without limitation, Section 9.11 of the Credit Agreement and Section 6.13 of the Security Agreement).

- Release of Guarantor and Liens. In reliance on the representations set forth herein and without independent investigation, the Agent, upon the consummation of the Sale, hereby acknowledges that, without covenant or warranty, express or implied, and without recourse to it (i) the Released Guarantor, and any of its successors and assigns, are hereby released from all liabilities and obligations of any kind created pursuant to the Credit Agreement and the Security Agreement and (ii) each lien, security interest and other encumbrance of any kind in respect of the Shares or any of the assets of the Released Guarantor created pursuant to the Credit Agreement or the Collateral Documents will be automatically released in accordance with Section 9.11 of the Credit Agreement and Section 6.13 of the Security Agreement. Except as set forth above, this Release does not release any lien in respect of the Borrower or any other Loan Party in favor of the Lenders pursuant to the Collateral Documents or any other Loan Document. In the event that the Sale is not consummated by July 31, 2012, this Release shall be null and void.
- 4. <u>Further Assurances</u>. The Agent irrevocably authorizes the Borrower, the Buyer and their counsel to file, upon the consummation of the Sale, in the name and on behalf of the Agent and any other Secured Party, (i) the UCC amendment statements set forth on <u>Annex B</u> hereto (the "<u>UCC Amendments</u>") and (ii) this Release at the United States Patent and Trademark Office and the United States Copyright Office to release the patent, trademark and copyright registrations and applications set forth on <u>Schedules I through III</u> hereto. The Agent agrees, upon

consummation of the Sale, to return to the Borrower for cancellation the stock certificate representing the shares of the Released Guarantor and to authorize, execute and deliver to the Borrower each instrument, notice, release, agreement or certificate as the Borrower or the Buyer may reasonably request from time to time to more fully effectuate or evidence the releases set forth herein. The filing of the UCC Amendments and this Release at the United States Patent and Trademark Office and the United States Copyright Office prior to the consummation of the Sale shall constitute an Event of Default under the Credit Agreement and Security Agreement.

5. <u>Miscellaneous</u>. Each of the Credit Agreement and the Security Agreement is confirmed as being in full force and effect. This Release may be executed in any number of counterparts which together shall constitute one instrument, and shall bind and ensure to the benefit of the parties and their respective permitted successors and assigns. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

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Each of the undersigned has caused this Release to be executed and delivered by its duly authorized officer as of the date first above written.

TWCC Holding Corp.

By:

Name: R PERLEY MUSICAL

Title: EVP. FIMPINGE

[Release]

The foregoing is hereby agreed to and accepted:

Deutsche Bank Trust Americas Company, as Agent

Name:

Title:

प्रीया चीति हिंदार Susun LeFevre Managing Director

Evelyn Thierry

Title:

Director

[Release]

Schedule I Patents

TITLE	COMPANY	FILING DATE	PATENT ISSUE DATE	PATENT NUMBER
Simultaneous Dual Polarization Radar System (Invention #1)	Enterprise Electronics Corporation	3/21/2003	2/22/2005	6,859,163
Simultaneous Dual Polarization Radar System (Invention #2)	Enterprise Electronics Corporation	3/21/2003	10/12/2004	6,803,875
Simultaneous Dual Polarization Radar System (Invention #3)	Enterprise Electronics Corporation	11/9/2004	5/23/2006	7,049,997
Method and Apparatus Implementing a Scan Strategy for Automatic High Power Tube Recovery	Enterprise Electronics Corporation	7/12/2006	5/6/2008	7,369,082
System and Method for Synthesizing Data in a Radar System (aka Radar Data Synthesizer)	Enterprise Electronics Corporation	12/19/2006	7/29/2008	7,405,693
Phase Shifted Transmitted Signals In A Simultaneous Dual Polarization Weather System	Enterprise Electronics Corporation	3/22/2006	6/23/2009	7,551,123
System and Method for Measuring Phase and Power Variance (aka Phase Variance Measurement)	Enterprise Electronics Corporation	7/12/2006	3/23/2010	7,683,828

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TITLE	COMPANY	FILING DATE	PATENT ISSUE DATE	PATENT NUMBER
Method and Apparatus for Automatic High Power Tube Recovery	Enterprise Electronics Corporation	7/12/2006	7/6/2010	7,750,573
Simultaneous Dual Polarization Radar System with Optical Communications Link	Enterprise Electronics Corporation	3/14/2008	7/20/2010	7,760,129
Encoded Transmitted Signals In A Simultaneous Dual Polarization Weather System	Enterprise Electronics Corporation	3/22/2006	10/12/08	7,439,899
System and Method for Adaptation of a Radar Receiver in Response to Frequency Drift in a Transmission Source	Enterprise Electronics Corporation	2/26/2009	2/1/2011	7,880,665

Patent Applications:

TITLE	COMPANY	FILING DATE	PATENT NUMBER OR APPLICATION NUMBER	PRIORITY DATE (Provisional Filing Date)
Redacted	Enterprise Electronics Corporation	2/29/2008	Provisional 61/032472 (Replaced by 61/052476)	
Reducted	Enterprise Electronics Corporation	5/12/2008	Provisional 61/052476 (supersedes above 61/032472)	
Redacted	Enterprise Electronics Corporation	1/20/2012	Provisional 61/589238	

<u>Schedule II</u> <u>Trademarks</u>

MARK	STATUS	SERIAL NO. FILING DATE	REG, NO.	OWNER	CLASS / DESCRIPTION
ADRIS	Registered	77063379 Dec 13, 2006	3366488 Jan 8, 2008	Enterprise Electronics Corporation	O9 Computer software for radar reflectivity data processing, analysis, and image display; computer software for radar system control; computer software for weather system analysis and prediction.
FEC	Registered	76639432 May 25, 2005	3137668 Sep 5, 2006	Enterprise Electronics Corporation	op Radar systems comprised of a tower, radar pedestal, radar antenna, radome, receiver and transmitter, for the identification of weather targets and other objects; computer hardware and software for the control and operation of said radar system; scientific and electronic apparatuses, namely, electronics used in a radar system for the identification, classification, and location of weather targets and other objects; scientific and electronic apparatuses, namely, electronics for the gathering and processing of environmental weather and climatological radar data. 37 Installation and repair services, namely, maintenance, repair and installation of conventional and Doppler weather surveillance radar systems.

MARK	STATUS	SERIAL NO.	REG. NO.	OWNER	CLASS / DESCRIPTION
		FILING DATE	REG. DATE		
EEC	Registered	76637998 May 5, 2005	3360165 Dec 25, 2007	Enterprise Electronics Corporation	surface weather surveillance equipment, namely, electronic sensors for collecting weather condition data and transmitting weather sensor data; communications firmware and software for communicating collected data to a weather data processing center; software for processing surface weather sensor data and displaying said processed data in a user readable format. 37 Maintenance and repair services for remote automated surface weather surveillance stations.
SIDPOL	Registered	78951235 Aug 14, 2006	3681617 Sept. 8, 2009	Enterprise Electronics Corporation	of a tower, radar pedestal, radar antenna, radome, receiver and transmitter, for the identification of weather targets and other objects; computer hardware and software for the control and operation of said radar system; scientific and electronic apparatuses, namely, radar signal processors and Doppler signal processors used in a radar system for the identification, classification, and location of weather targets and other objects; scientific and electronic apparatuses, namely, digital receivers and computer hardware for the gathering and processing of environmental weather and climatological radar data. 37 Installation and repair services, namely, maintenance, repair and installation of conventional and Doppler weather surveillance radar systems.

Schedule III Copyrights

COPYRIGHT HOLDER	TITLE	COPYRIGHT#	
Enterprise Electronics Corporation	RPG Software Program	TXu 1-037-512	

Annex A - Purchase Agreement

Annex Omitted

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Annex B - UCC Financing Statement Amendments

Annex Omitted

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