

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
NEWSTAR FINANCIAL, INC., AS ADMINISTRATIVE AGENT		12/22/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FISHNET SECURITY, INC.		
Street Address:	1710 Walnut Street		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64108		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2658698	SIEGEWORKS	
Registration Number:	3444716	TPISA2	
Registration Number:	3556895	ACUITY SOLUTIONS SECURING THE CONNECTED WORLD	
Registration Number:	3103072	TRUE NORTH SOLUTIONS	
Registration Number:	3219901		
Serial Number:	77015871	MAKO	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		

CH \$165.00 2658698

ATTORNEY DOCKET NUMBER:	11700-4
NAME OF SUBMITTER:	Susan Zablocki
Signature:	/susan zablocki/
Date:	11/05/2012

Total Attachments: 9

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NewStar Financial, Inc.
500 Boylston Street, Suite 1600
Boston, MA 02116

P 617.848.2500

F 617.848.4300

www.newstarfin.com

December 22, 2009

FishNet Security, Inc.
1710 Walnut Street
Kansas City, MO 64108
Attention: Gary Fish, Chief Executive Officer
Phone No.: (816) 701-2092
Facsimile No.: (816) 421-6677

Lake Capital Management LLC
676 North Michigan Avenue, Suite 3900
Chicago, Illinois 60611
Attention: Bradford J. Cornell
Phone No.: (312) 640-7090
Facsimile No.: (312) 640-7051

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated as of March 17, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Fishnet Security Holdings, Inc. and Fishnet Security, Inc. (the "Borrowers"), Fishnet Holdings, Inc., as the Parent, the Subsidiary Guarantors from time to time party thereto and NewStar Financial, Inc., as Administrative Agent (the "Administrative Agent") for the Lenders party thereto and to each of the other Financing Documents executed in connection therewith. Capitalized terms used and not otherwise defined in this Notice shall have the meanings ascribed to such terms in the Credit Agreement.

1. This letter will confirm that, upon receipt by the Administrative Agent of:

(a) no later than 3:00 p.m., Boston, Massachusetts time, on December 22, 2009, a wire transfer of immediately available funds to Administrative Agent in the aggregate amount of \$32,205,520.95, subject to adjustment as set forth in this paragraph 1 (as so adjusted the "Payout Amount"), consisting of:

(i) \$31,250,000 in respect of unpaid principal outstanding under the Financing Documents (assuming no further loans or repayments are made);

(ii) \$658,267.36 in respect of accrued and unpaid interest on such unpaid principal amount, assuming no changes in applicable interest rates and no changes in the outstanding principal amount (the per diem accrual of such interest being \$9,982.64 per day);

(iii) \$13,833.34 in respect of accrued and unpaid Revolving Commitment Fees due under Section 2.09 of the Credit Agreement, assuming no changes in the outstanding principal amount (the per diem accrual of such fee being \$166.67 per day);

(iv) \$260,000 representing the Termination Fee, as more fully described in the NewStar Rate Swap Termination Confirmation Agreement, a copy of which is attached hereto as **Exhibit A**; and

(v) \$23,420.25 representing the reasonable legal expenses of the Administrative Agent payable by Borrowers pursuant to the Financing Documents; and

(b) a fully-executed counterpart of this letter agreement signed by Borrower (the date on which all of the foregoing conditions (a) and (b) shall first be satisfied, herein called the "Payoff Date"),

then: (i) all of the Secured Obligations shall be deemed to be and shall be paid and discharged in full (except to the extent that any expense reimbursement, indemnification or other provision of any Financing Document expressly survive such termination and repayment of the Secured Obligations), (ii) all of the Administrative Agent's security interests in, and other liens on all security for the Secured Obligations will be automatically terminated and released and shall be of no further force or effect, (iii) the Administrative Agent and the Lenders authorize the filing by the Borrowers (or PNC Bank, National Association on their behalf) of all Uniform Commercial Code financing statement termination statements terminating of record any such financing statement previously filed by the Administrative Agent on behalf of the Lenders against the Borrowers, the Guarantors or any other Person in connection with the Financing Documents or any of their respective assets and properties, and agree to execute such other lien termination documents and take such other action as the Borrowers or PNC Bank, National Association may reasonably request in order to cause, evidence or otherwise give public notice of such collateral terminations (provided, however, that any and all such termination statements and other documents shall be prepared and recorded at the Borrowers' expense) and (iv) the Administrative Agent agrees to deliver to the Company or its designee all possessory collateral held by it. If the assumptions set forth above with respect to the calculation of the principal, interest, fee or expense components of the Payout Amount are not correct (whether as a result of the Payout Amount not being received by Administrative Agent by 3:00 p.m., Boston, Massachusetts time, on December 22, 2009 or for any other reason), the *per diem* interest and *per diem* fees set forth at Sections 1(a)(ii) and (iii) above shall be automatically added to the Payout Amount for each successive day after the date hereof that the Obligations remain outstanding until the Payoff Amount is received on a business day by 3:00 p.m., Boston, Massachusetts time.

2. Please transfer the Payout Amount to Wachovia Bank, N.A., ABA: 031-201-467, Acct Number: 2000035306285, Account Name: NewStar Agency, Reference: FishNet.

3. Borrower hereby confirms that the commitments of the Lenders to make loans under the Financing Documents are terminated as of the Payoff Date.

4. In addition, the Borrowers and Parent agree that, on the Payoff Date, Borrowers and Parent release the Administrative Agent and Lenders and their respective affiliates and subsidiaries and their respective officers, directors, employees, attorneys, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities (other than claims, obligations, rights, causes of action or liabilities arising by virtue of the breach of any obligations of the Administrative Agent or the Lenders under this letter), of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which the Borrowers and Parent ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Financing Documents.

5. This Agreement shall be governed by the internal laws of The Commonwealth of Massachusetts. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

6. This letter may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement.

NEWSTAR FINANCIAL, INC.,
as Administrative Agent

By: William P. Walsh
Name: William P. Walsh
Title: Vice President
Portfolio Management

AGREED:

BORROWER

FISHNET SECURITY HOLDINGS, INC.

By: _____
Name:
Title:

4. In addition, the Borrowers and Parent agree that, on the Payoff Date, Borrowers and Parent release the Administrative Agent and Lenders and their respective affiliates and subsidiaries and their respective officers, directors, employees, attorneys, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities (other than claims, obligations, rights, causes of action or liabilities arising by virtue of the breach of any obligations of the Administrative Agent or the Lenders under this letter), of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which the Borrowers and Parent ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Financing Documents.

5. This Agreement shall be governed by the internal laws of The Commonwealth of Massachusetts. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

6. This letter may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement.

NEWSTAR FINANCIAL, INC.,
as Administrative Agent

By: _____
Name: _____
Title: _____

AGREED:

BORROWER

FISHNET SECURITY HOLDINGS, INC.

By: Bradford J. Cornell
Name: Bradford Cornell
Title: Vice President

BORROWER

FISHNET SECURITY, INC

By: Bradford J. Cornell

Name: Bradford Cornell

Title: Vice President

PARENT

FISHNET HOLDINGS, INC.

By: Bradford J. Cornell

Name: Bradford Cornell

Title: Vice President

EXHIBIT A

NEWSTAR RATE SWAP TERMINATION TRANSACTION CONFIRMATION

Date: December 22, 2009
To: FishNet Security, Inc.
Address: 1710 Walnut
Kansas City, MO 64108
Attention: Bradford Cornell
From: NewStar Financial, Inc.

Dear Bradford:

Reference is made to that certain Transaction with a Trade Date of May 19, 2008, an Effective Date of May 20, 2008 and a Termination Date of May 20, 2010 (the "Reference Transaction"), which Reference Transaction is evidenced by a confirmation dated as of May 27, 2008 by and between NewStar Financial, Inc. and FishNet Security, Inc. (the "Counterparty"), (as the same may have been amended or modified prior to the date hereof, the "Reference Confirmation"). Unless otherwise defined herein, all references and uses of defined terms shall have the same meaning as within the Reference Confirmation.

This confirmation (the "Confirmation") confirms that, as of December 22, 2009 (the "Unwind Date"), the parties have terminated the Reference Transaction, together with their remaining obligations to make any further payments under the Reference Transaction for any future Payment Date occurring after the Unwind Date, subject to any Termination Fee as provided below (the "Termination"). The obligation of either party to make any payment under the Reference Transaction for any Payment Date occurring on or prior to the Unwind Date (including overdue interest thereon, whether accruing before or after the Unwind Date) shall survive the Termination, and any such payment has not been included in the Termination Fee.

The parties hereto hereby agree that there are no payments due under the Reference Transaction for any Payment Date occurring on or prior to the Unwind Date other than as explicitly set forth herein and paid herewith on the Unwind Date.

In consideration of Termination, the following Termination Fee shall be paid:

Termination Fee: USD 260,000
Payable by: Counterparty
Due Date: 5:00pm EST, December 22, 2009

Payment Instructions: Wachovia Bank
ABA: 031-201-467
Acct Number: 2000035306285
Account Name: NewStar Agency
Reference: FishNet Swap Agreement

Operations Contact Information: *Brad Coyle*
500 Boylston Street, Suite 1600
Boston, Massachusetts 02116
Main: 1-617-848-2500
Phone: 1-617-848-4386
Fax: 1-617-848-4399

Capital Markets Contact Information: *Mike Eisenstein*
500 Boylston Street, Suite 1200
Boston, Massachusetts 02116

Main: 1-617-848-2500
Phone: 1-617-848-2521
Fax: 1-617-848-4399

Documentation

This Confirmation is a binding and complete contract between the parties and, provided that the Reference Transaction was governed by a master agreement (however described) between the parties ("Master Agreement"), this Confirmation is a confirmation under the Master Agreement and supplements, forms part of and will be governed by the Master Agreement. Interest shall be payable on demand on any overdue amount of the Termination Fee as specified in the Master Agreement, or if a Master Agreement does not exist, at a rate per annum equal to the Bank Prime Loan rate in effect for each day the amount remains unpaid as published in N.Y. Federal Reserve Statistical Release H.15 (519) for that day (computed on a 360-day year basis for the actual number of days elapsed). Unless otherwise provided in the Master Agreement, this Confirmation is governed by the law (and not the law of conflicts) of the State of New York.

If at any time there exists an executed ISDA Master Agreement between the parties governing the Transaction, this Confirmation supplements, forms part of and will be governed by that ISDA Master Agreement, and all provisions contained or incorporated by reference in that ISDA Master Agreement will govern this Confirmation except as expressly modified herein. In the absence of that ISDA Master Agreement, this Confirmation shall supplement, form a part of, and be subject to an agreement in the form of the ISDA Master Agreement (Local Currency--Single Jurisdiction) published in 1992 by the International Swaps and Derivatives Association, Inc. as if the parties had executed an agreement in such form (the provisions of which are hereby incorporated by reference), but without any Schedule except for the election of New York law (without regard to conflicts of law principles) as the governing law. References in this Confirmation to the "ISDA Master Agreement" shall be to whichever of the foregoing is applicable. Neither party is acting as the other party's financial advisor for this Termination nor is it relying on the other party for any evaluation of the present or future results, consequences, risks, and benefits of this Termination, whether financial, accounting, tax, legal, or otherwise.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us at fax number 1-(617)-848-4399

Very truly yours,
NewStar Financial, Inc.

By: 
Name: John Friskopf
Title: Head of Asset Management & Treasury

Accepted and confirmed as of date first above written:
FishNet Security, Inc.

By: _____
Name: Bradford Cornell
Title: Vice President

Main: 1-617-848-2500
Phone: 1-617-848-2521
Fax: 1-617-848-4399

Documentation

This Confirmation is a binding and complete contract between the parties and, provided that the Reference Transaction was governed by a master agreement (however described) between the parties ("Master Agreement"), this Confirmation is a confirmation under the Master Agreement and supplements, forms part of and will be governed by the Master Agreement. Interest shall be payable on demand on any overdue amount of the Termination Fee as specified in the Master Agreement, or if a Master Agreement does not exist, at a rate per annum equal to the Bank Prime Loan rate in effect for each day the amount remains unpaid as published in N.Y. Federal Reserve Statistical Release H.15 (519) for that day (computed on a 360-day year basis for the actual number of days elapsed). Unless otherwise provided in the Master Agreement, this Confirmation is governed by the law (and not the law of conflicts) of the State of New York.

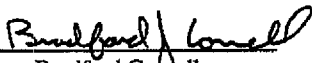
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Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us at fax number 1-(617)-848-4399

Very truly yours,
NewStar Financial, Inc.

By: _____
Name: John Frishkopf
Title: Head of Asset Management & Treasury

Accepted and confirmed as of date first above written:
FishNet Security, Inc.

By: 
Name: Bradford Cornell
Title: Vice President