

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
Contego AV Luxembourg S.A.R.L.		03/22/2013	S.A.R.L.: LUXEMBOURG

RECEIVING PARTY DATA

Name:	Allen-Vanguard Ltd.
Street Address:	Morgan Cole, Apex Plaza Forbury Road
Internal Address:	Reading
City:	Berkshire
State/Country:	UNITED KINGDOM
Postal Code:	RG1 1AX
Entity Type:	COMPANY: UNITED KINGDOM

Name:	Vanguard Response Systems (UK) Limited
Street Address:	Morgan Cole, Apex Plaza Forbury Road
Internal Address:	Reading
City:	Berkshire
State/Country:	UNITED KINGDOM
Postal Code:	RG1 1AX
Entity Type:	CORPORATION: UNITED KINGDOM

Name:	Allen-Vanguard Threat Solutions Ltd.
Street Address:	Morgan Cole, Apex Plaza Forbury Road
Internal Address:	Reading
City:	Berkshire
State/Country:	UNITED KINGDOM
Postal Code:	RG1 1AX
Entity Type:	COMPANY: UNITED KINGDOM

Name:	P W Allen Holdings Limited
Street Address:	Morgan Cole, Apex Plaza Forbury Road

CH \$140.00 3030952

Internal Address:	Reading
City:	Berkshire
State/Country:	UNITED KINGDOM
Postal Code:	RG1 1AX
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3030952	SKM
Registration Number:	3410207	BOMBTEC
Registration Number:	3294357	HAL
Registration Number:	3994783	SEARCHTEC
Registration Number:	3395648	MICROVIPER

CORRESPONDENCE DATA

Fax Number: 6508134848
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 6508134800
 Email: patents@dechert.com
 Correspondent Name: Dechert LLP
 Address Line 1: 2440 W. El Camino Real
 Address Line 2: Suite 700
 Address Line 4: Mountain View, CALIFORNIA 94040-1499

ATTORNEY DOCKET NUMBER: 388757-128542

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:
 Address Line 4:

NAME OF SUBMITTER: Charles Lee

Signature: /Charles Lee/

Date: 09/09/2013

Total Attachments: 10
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DATED

March 22, 2013

(1) CONTEGO AV LUXEMBOURG S.A.R.L.

as Administrative Agent

(2) ALLEN-VANGUARD LTD

(3) VANGUARD RESPONSE SYSTEMS (UK) LIMITED

(4) ALLEN-VANGUARD THREAT SOLUTIONS LTD.

(5) P W ALLEN HOLDINGS LIMITED

as Chargors

DEED OF RELEASE

Dechert
LLP

160 Queen Victoria Street
London EC4V 4QQ, UK
Tel: +44 (0) 20 7184 7000
Fax: +44 (0) 20 7184 7001

18028621.1.BUSINESS

TRADEMARK
REEL: 005107 FRAME: 0239

THIS DEED is made on

March 22, 2013

BETWEEN

- (1) **CONTEGO AV LUXEMBOURG S.A.R.L.** of 46A, Avenue J.F. Kennedy L-1855 Luxembourg (the "Administrative Agent"); and
- (2) **ALLEN-VANGUARD LTD** of Morgan Cole, Apex Plaza Forbury Road, Reading, Berkshire, RG1 1AX;
- (3) **VANGUARD RESPONSE SYSTEMS (UK) LIMITED** of Morgan Cole, Apex Plaza Forbury Road, Reading, Berkshire, RG1 1AX;
- (4) **ALLEN-VANGUARD THREAT SOLUTIONS LTD.** of Morgan Cole, Apex Plaza Forbury Road, Reading, Berkshire, RG1 1AX;
- (5) **P W ALLEN HOLDINGS LIMITED** of Morgan Cole, Apex Plaza Forbury Road, Reading, Berkshire, RG1 1AX ((2) to (5) together, the "Chargors")

WHEREAS

- (A) By a debenture dated 18 December 2009 made between, amongst others, the Chargors and the Administrative Agent (the "Debenture") the Chargors charged the Security Assets (as defined in the Debenture) to the Administrative Agent as security for the performance of the obligations of the Chargors under the Debenture.
- (B) By a second lien credit agreement dated 18 December 2009 made between, amongst others, the Chargors and the Administrative Agent (the "Second Lien Credit Agreement" (the Debenture and the Second Lien Credit Agreement together, the "Security Documents"), the Chargors charged the Security (as defined in the Second Lien Credit Agreement) to the Administrative Agent as security for the performance of certain obligations of the Chargors under the Second Lien Credit Agreement.
- (C) In consideration of the irrevocable and unconditional discharge of the Secured Liabilities (as defined in the Security Documents), the Administrative Agent has agreed to release all assets, property, rights, title, undertaking, interests and other assets charged, mortgaged, assigned or otherwise secured to the Administrative Agent pursuant to the Security Documents (the "Collateral") from the security created by the Security Documents.
- (D) The Administrative Agent has agreed to release the Collateral from the Security (as defined in the Security Documents) constituted by the Security Agreements, and to release the Chargors from its obligations arising under the Security Documents.

THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Security Documents

Expressions defined in the Security Documents shall, unless otherwise defined in this Deed, have the same meanings when used in this Deed.

1.2 References

References in this Deed to documents include all amendments and supplements to such documents.

1.3 Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person not party to this Deed shall have or acquire any right to enforce any term of it pursuant to that Act. This Clause shall not affect any right or remedy of any third party which exists or is available otherwise than by reason of that Act and shall prevail over any other provision of this Deed which is inconsistent with it.

2. RELEASE

2.1 Release

In consideration of, and conditional upon, the repayment in full of the Secured Obligations, the Administrative Agent hereby unconditionally and irrevocably:

- (a) releases, surrenders, re-assigns and re-conveys to the Chargors all the Chargors' rights, title and interest in and to the Collateral free of all security rights constituted by the Security Document, together with any other Loan Documents (as defined in the Credit Agreement) entered into by the Chargors in favour of the Administrative Agent;
- (b) releases and discharges the Chargors from all of its obligations to the Lender under the Security Document in respect of the Collateral; and
- (c) authorises the Chargors to give notice (at the expense of the Chargors) on behalf of the Administrative Agent of the releases under the Deed to any person to whom notice of any Security interest created by the Security Document was served.

2.2 No Claims

The Administrative Agent (acting on the instructions of the Secured Party) confirms that after the date of this Deed it will not exercise any rights or claims in respect of the Security Document to the extent that such right or claim survives the date of this Deed for any reason, notwithstanding that the Administrative Agent may continue to provide banking facilities to the Chargors after the date of this Deed.

2.3 No Recourse

Each release and discharge pursuant to clause 2.1 is given without recourse to or any representation or warranty by the Administrative Agent.

3. COSTS AND EXPENSES

The Chargors shall on demand and on a full indemnity basis pay to the Administrative Agent the amount of all costs and expenses (including legal and out of pocket expenses and any Value Added Tax on such costs and expenses) which the Administrative Agent incurs in connection with the preparation, negotiation, execution and delivery of this Deed.

4. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.

5. GOVERNING LAW

This Deed and any non-contractual liabilities arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and the Chargors irrevocably submits to the non-exclusive jurisdiction of the English courts.

THIS DEED has been executed as a Deed by the parties hereto and is intended to be and is hereby delivered on the date stated at the beginning of this Deed.

EXECUTION PAGES

THE ADMINISTRATIVE AGENT

Executed and delivered as a deed by)
CONTEGO AV LUXEMBOURG S.A.R.L.)
acting by its duly authorised signatory)
witnessed by)


.....
Raymond C. French
Class A Manager


.....
Witness

Name: *Kristen M. Allen*
Address: *2929 Arden St., Phila., PA 19104*
Occupation: *Attorney*

Executed and delivered as a deed by)
CONTEGO AV LUXEMBOURG S.A.R.L.)
acting by its duly authorised signatory)
witnessed by)

.....

.....
Witness
Name:.....
Address:.....
Occupation:.....

EXECUTION PAGES

THE ADMINISTRATIVE AGENT

Executed and delivered as a deed by)
CONTEGO AV LUXEMBOURG S.A.R.L.)
acting by its duly authorised signatory)
witnessed by)

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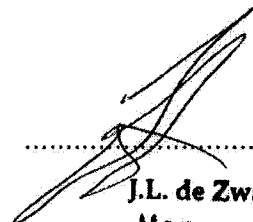
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Witness

Name:.....

Address:.....

Occupation:.....

Executed and delivered as a deed by)
CONTEGO AV LUXEMBOURG S.A.R.L.)
acting by its duly authorised signatory)
witnessed by)


.....
J.L. de Zwart
Manager B *wt* 20

J. N.

.....
Witness

Name: *Jana Strisek*

Address: *46A, Avenue J.F. Kennedy
L-1875 Luxembourg*

Occupation: *private employee*

[Signature Page to Contego AV Luxembourg S.A.R.L. Deed of Release]

THE CHARGORS

Executed and delivered as a deed by
ALLEN-VANGUARD LTD)
acting by its duly authorised signatory)
witnessed by)

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LB
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Witness

Name: KELLY BRAND

Address: 2 PRIESTLEY COURT, LILLEYS ALLEY, TEWKESBURY, GLOS, GL20 3PE

Occupation: SITE ADMIN COORD

Executed and delivered as a deed by)
VANGUARD RESPONSE SYSTEMS (UK))
LIMITED acting by its duly authorised)
signatory)
witnessed by)

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Witness

Name:

Address:

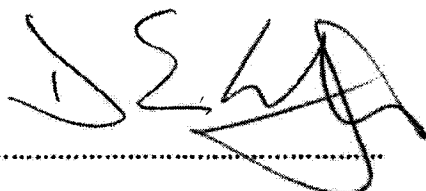
Occupation:

THE CHARGORS

Executed and delivered as a deed by)
ALLEN-VANGUARD LTD)
acting by its duly authorised signatory)
witnessed by)

.....
Witness
Name:.....
Address:.....
Occupation:.....

Executed and delivered as a deed by)
VANGUARD RESPONSE SYSTEMS (UK))
LIMITED acting by its duly authorised)
signatory)
witnessed by)



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Witness *Jatwood*
Name: *Judith Atwood*
Address: *2400 St. Laurent Blvd. Ottawa, ON*
Occupation: *Lawyer*

Executed and delivered as a deed by
ALLEN-VANGUARD TREAT
SOLUTIONS LTD.
acting by its duly authorised signatory
witnessed by

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)
)
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Mlan

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Witness

Name: KELLY BRAUND

Address: 2, PRIESTLEY COURT, LILLES ALLEY, TEWKESBURY, GLOS, GL20 3PE

Occupation: SITE ADMIN. COORD

Executed and delivered as a deed by
P W ALLEN HOLDINGS LIMITED
acting by its duly authorised signatory
witnessed by

)
)
)
)

.....

.....
Witness

Name:

Address:

Occupation:

Executed and delivered as a deed by)
ALLEN-VANGUARD THREAT)
SOLUTIONS LTD.)
acting by its duly authorised signatory)
witnessed by)

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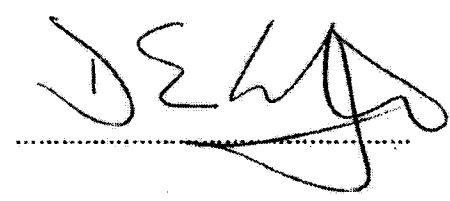
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Witness

Name:.....

Address:.....

Occupation:.....

Executed and delivered as a deed by)
F W ALLEN HOLDINGS LIMITED)
acting by its duly authorised signatory)
witnessed by)



.....

.....
Witness

Name:.....

Address: 2400 St. Laurent Blvd Ottawa, ON

Occupation: Lawyer

[Signature Page to Contego AV Luxembourg S.A.R.L. Deed of Release]

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