

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
Export Development Canada		04/02/2013	CORPORATION: CANADA

RECEIVING PARTY DATA

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

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:	COMPANY: 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
Internal Address:	Reading

CH \$140.00 3030952

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
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**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: 8  
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**DATED**

**April 2, 2013**

**(1) EXPORT DEVELOPMENT CANADA**

as Secured Party

**(2) ALLEN-VANGUARD LTD**

**(3) VANGUARD RESPONSE SYSTEMS (UK) LIMITED**

**(4) ALLEN-VANGUARD THREAT SOLUTIONS LTD.**

**(5) P W ALLEN HOLDINGS LIMITED**

as Chargors

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**DEED OF RELEASE**

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**Dechert**  
LLP

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

**THIS DEED** is made on

April 2, 2013

**BETWEEN**

- (1) **EXPORT DEVELOPMENT CANADA** of 150 Slater Street, Ottawa, Canada, K1A 1K3 (the "Secured Party"); 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 Secured Party (the "Security Document") the Chargors charged the Security Assets (as defined in the Security Document) to the Secured Party as security for the performance of the obligations of the Chargors under the Security Document.
- (B) In consideration of the irrevocable and unconditional discharge of the Secured Liabilities (as defined in the Security Document), the Secured Party has agreed to release all assets, property, rights, title, undertaking, interests and other assets charged, mortgaged, assigned or otherwise secured to the Secured Party pursuant to the Security Document (the "Collateral") from the security created by the Security Document.
- (C) The Secured Party has agreed to release the Collateral from the Security (as defined in the Security Document) constituted by the Security Agreements, and to release the Chargors from its obligations arising under the Security Document.

**THIS DEED WITNESSES as follows:**

**1. INTERPRETATION**

**1.1 Security Document**

Expressions defined in the Security Document 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 Secured Party 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 EDC Documents (as defined in the Security Document) entered into by the Chargors in favour of the Secured Party;
- (b) releases and discharges the Chargors from all of its obligations to the Secured Party 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 Secured Party 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 Secured Party (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 Secured Party may continue to provide bonding 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 Secured Party.

## **3. COSTS AND EXPENSES**

The Chargors shall on demand and on a full indemnity basis pay to the Secured Party 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 Secured Party 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 SECURED PARTY

Executed and delivered as a deed by )  
EXPORT DEVELOPMENT CANADA )  
acting by its duly authorised signatory )  
witnessed by )

*[Handwritten Signature]*  
.....

*[Handwritten Signature]*  
.....

Witness

Name: *G. Brent Smith*.....

Address: *141 Duntroon Cir, Ottawa, ON Canada*

Occupation: *Underwriter*.....

Executed and delivered as a deed by )  
EXPORT DEVELOPMENT CANADA )  
acting by its duly authorised signatory )  
witnessed by )

*[Handwritten Signature]*  
.....

*[Handwritten Signature]*  
.....

Witness

Name: *G. Brent Smith*.....

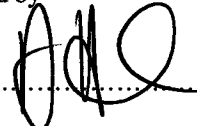
Address: *141 Duntroon Cir, Ottawa, ON, Canada*

Occupation: *Underwriter*.....

**THE CHARGORS**

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



.....  
Witness 

Name: Angelika Hoch

Address: 200 St. Laurent

Occupation: Executive Assistant

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

.....

.....  
Witness

Name:.....

Address:.....

Occupation:.....



**THE CHARGORS**

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

.....

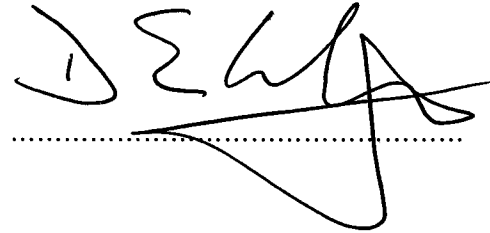
.....  
Witness

Name:.....

Address:.....

Occupation:.....

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



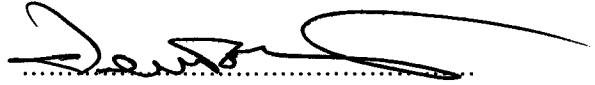
.....  
Witness

Name:.....  
*Judith Atwood*

Address:.....  
*2400 St. Laurent Blvd. Ottawa, ON*

Occupation:.....  
*Lawyer*

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



.....  
Witness 

Name: Angelika Hoch

Address: 2400 St. Laurent

Occupation: Executive Assistant

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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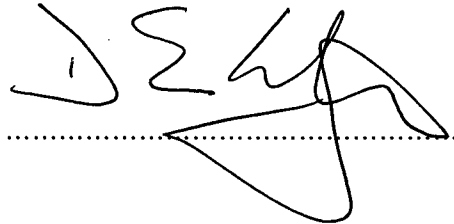
.....  
Witness

Name:.....

Address:.....

Occupation:.....

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



.....  
Witness

Name: *Judith Atwood*.....

Address: *2400 St. Laurent Blvd. Ottawa, ON*.....

Occupation: *Lawyer*.....