

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bridge Bank, N.A.		08/22/2012	National Association: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Fidelis Security Systems, Inc.		
Street Address:	1601 Trapelo Road		
Internal Address:	Suite 270		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2980119	EXTRUSION PREVENTION SYSTEM	
Registration Number:	3895150	DEEP SESSION INSPECTION	
CORRESPONDENCE DATA			
Fax Number:	2023396052		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-625-3649		
Email:	valerie.purdy-pyeron@kattenlaw.com		
Correspondent Name:	Valerie A. Purdy-Pyeron, Paralegal		
Address Line 1:	2900 K Street, N.W.		
Address Line 2:	North Tower, Suite 200		
Address Line 4:	Washington, D.C. 20007-5118		
ATTORNEY DOCKET NUMBER:	320001-135/136 SECURITY R		
NAME OF SUBMITTER:	Valerie A. Purdy-Pyeron, Paralegal		
SIGNATURE:	/valerie a purdy-pyeron/		
DATE SIGNED:	03/23/2015		
Total Attachments: 3			
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BRIDGE BANK
 55 Almaden Blvd
 San Jose, CA 95113

August 22, 2012

Fidelis Security Systems, Inc.
 4416 East West Highway 310
 Bethesda, MD 20814

4963-8 Loan Number:
 Fidelis Security Systems, Inc. ("Borrower")

Reference is made to the Loan and Security Agreement dated March 25, 2009, as amended, supplemented or otherwise modified, between Borrower and Bridge Bank, National Association ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and the other Loan Documents and has requested that Bank provide Borrower with pay-off amounts for the Obligations owing by Borrower to Bank under the Loan Documents. The pay-off amounts for Borrower as of 8/27/12 (the "Determination Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Determination Date that must be repaid by Borrower, the "Pay-Off Amount"):

	<u>Note #4963-8</u>	<u>Note #4963-6</u>
Principal:	██████████	\$0.00
Interest to: <u>8/27/12</u>	\$██████████	\$0.00
Credit Card/s balances:	\$0.00	\$0.00
Prepayment Fee*:	\$0.00	\$0.00
Demand Fee:	\$0.00	\$0.00
Facility Fees	\$0.00	\$0.00
Due diligence fee	\$0.00	\$0.00
UCC Termination Fee	██████████	\$0.00
Total	<u>\$██████████</u>	<u>\$0.00</u>

The per diem accrual of interest on the unpaid principal amount of the Credit Extensions is: **Note #4963-8:** ██████████

From and after the Determination Date and until the Repayment Date (as defined below), interest shall continue to accrue on the unpaid principal amount of the Credit Extensions at the rate set forth in the Loan Agreement. Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount; provided however that the figures above are only effective for thirty (30) days from the date of this letter. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes no additional Credit Extensions under the Loan Agreement and this letter agreement confirms that Borrower has waived the right to seek any such additional Credit Extensions, and Bank shall not make, any further Credit Extensions under the Loan Documents to or for the benefit of Borrower. The foregoing amount is also subject to clearance of any checks in transit.


The Pay-Off Amount should be wire-transferred to Bank as follows:
 Bridge Bank, National Association
 55 Almaden Boulevard, Suite 100
 San Jose, CA 95113
 ABA Routing No. 121 143 260
 Account No. 1011807890
 Reference: Fidelis Security Systems Inc. payoff

Upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Repayment Date"), without further action on the part of the parties hereto (i) all indebtedness owing from Borrower to Bank under the Loan Documents shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) all security interests and other liens of every type at any time granted to or held by Bank as security shall be terminated, and (iv) all other obligations of Borrower under the Loan Documents shall be deemed terminated; provided, however, those that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall survive; and provided, further, that to the extent that any payments or proceeds (or any portion thereof) received by Bank shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by Bank, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, the Obligations (or part thereof) which were intended to be satisfied shall be revived and continue to be in full force and effect, as if the payment or proceeds had never been received by Bank, and this letter shall in no way impair the claims of Bank with respect to the revived Obligations.

As soon as reasonably possible, (i) Bank shall file, at Borrower's sole cost and expense, U.C.C.-3 Termination Statements to terminate all U.C.C. Financing Statements in Bank's favor with respect to Borrower; and (ii) Bank shall deliver to Borrower any other documents necessary to release or terminate any lien with respect to Borrower's assets. All such agreements, documents, and instruments which are requested by Borrower to be delivered by Bank on or after the Repayment Date shall be prepared at Borrower's expense and any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees) shall be reimbursed promptly by Borrower on demand. Borrower hereby waives any and all claims and releases Bank and its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and representatives and agents harmless from all claims, liabilities, damages, fees, costs and expenses associated with, caused by, or arising from Bank's preparation of any the aforementioned documents.

This letter agreement shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.


BRIDGE BANK, NATIONAL ASSOCIATION



Blake Reid
Relationship Manager

Acknowledged by:

Fidelis Security Systems, Inc.



By: Gary J. Kneuer
Name: Gary J. Kneuer
Title: CFO