

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emergency Communications Network, LLC		06/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Arrowpoint Agency Services, LLC		
Street Address:	340 Madison Avenue		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2481360	THE BROADCAST TEAM	
Registration Number:	2885436	CODERED	
Registration Number:	2891276	ECN	
Registration Number:	2892086	EMERGENCY COMMUNICATIONS NETWORK	
Registration Number:	2906346	CODE RED	
Registration Number:	2912782	EMERGENCY COMMUNICATIONS NETWORK	
Registration Number:	3222362	CODERED	
Registration Number:	3286364	CODERED	
Registration Number:	3435147	GOD'S CALLING	
Registration Number:	3608489	CODE-ED	
Registration Number:	3615312	VALIDATA	
Registration Number:	3618914	UNIVERSAL ANI	
Registration Number:	4207942	CODERED WEATHER WARNING	
Registration Number:	4711947	MYDAILYCALL	
Registration Number:	4712195	SMARTNOTICE	
Registration Number:	4738071	CITYWATCH	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$415.00 2481360

Fax Number:

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.

Phone: 212-294-2684
Email: trademarkny@winston.com
Correspondent Name: Jonathan Sprintz
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	86697.0002
NAME OF SUBMITTER:	Jonathan Sprintz
SIGNATURE:	/Jonathan Sprintz by tmnewyork/
DATE SIGNED:	06/15/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of June 12, 2015 (this "Agreement"), among Emergency Communications Network, LLC, a Delaware limited liability company (the "Trademark Grantor"), and Arrowpoint Agency Services, LLC ("Arrowpoint"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of June 12, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Trademark Grantor, VCECN Holding Corp., a Delaware corporation ("Holdings"), ECN Holding Company, a Delaware corporation "Senior Intermediate Holdings"), ECN Intermediate Holding Company, a Delaware corporation ("Junior Intermediate Holdings"), the Lenders from time to time party thereto, PNC Bank, National Association, as Revolving Agent, and Arrowpoint, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of June 12, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Trademark Grantor, Holdings, Senior Intermediate Holdings, Junior Intermediate Holdings, the other Subsidiary Loan Parties from time to time party thereto and Arrowpoint, as Administrative Agent. The Lenders and the Issuing Bank have agreed to extend credit to the Trademark Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings, Senior Intermediate Holdings, Junior Intermediate Holdings and the Subsidiary Loan Parties party hereto (other than the Trademark Grantor) are Affiliates of the Trademark Grantor, will derive substantial benefits from the extension of credit to the Trademark Grantor pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Trademark Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Trademark Grantor or in, to or under which the Trademark Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) (i) all trademarks, service marks, logos, trade dress, trade names, company names, fictitious business names, indicia and other source identifiers together with all translations, adaptations, derivations and combinations thereof, including the goodwill associated with the foregoing, (ii) domain names, uniform resource locators (URLs) and Internet websites related thereto and (iii) any registrations of, applications to

register, and renewals and extensions of, any of the foregoing with or by any Governmental Authority or other registrar in any jurisdiction, including those listed on Schedule I, and all goodwill associated with or symbolized by any of the foregoing; and

(b) all exclusive Trademark Licenses under which the Trademark Grantor is a licensee, including those listed on Schedule I.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Trademark Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

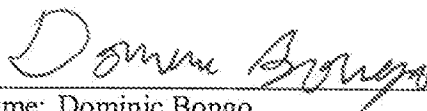
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**EMERGENCY COMMUNICATIONS
NETWORK, LLC**

by



Name: Dominic Bongo

Title: Vice President, Chief Financial
Officer, and Secretary

**ARROWPOINT AGENCY SERVICES,
LLC, as Administrative Agent**

by



Name: David Corkins

Title: Authorized Signatory

SCHEDULE I

Trademarks/Trade Names Owned by Emergency Communications Network, LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
THE BROADCAST TEAM and Design	2,481,360	28-Aug-2001
CODERED	2,885,436	14-Sep-2004
ECN	2,891,276	05-Oct-2004
EMERGENCY COMMUNICATIONS NETWORK	2,892,086	05-Oct-2004
CODE RED and Design	2,906,346	30-Nov-2004
EMERGENCY COMMUNICATIONS NETWORK and Design	2,912,782	21-Dec-2004
CODERED	3,222,362	27-Mar-2007
CODERED	3,286,364	28-Aug-2007
GOD'S CALLING	3,435,147	27-May-2008
CODE-ED	3,608,489	21-Apr-2009
VALIDATA	3,615,312	05-May-2009
UNIVERSAL ANI	3,618,914	12-May-2009
CODERED WEATHER WARNING	4,207,942	11-Sep-2012
MYDAILYCALL	4,711,947	31-Mar-2015
SMARTNOTICE	4,712,195	31-Mar-2015
CITYWATCH	4,738,071	19-May-2015

U.S. Trademark Applications

None.

State Trademark Registrations

None.

Exclusive Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>License Date</u>
The Broadcast Team, Inc.	AT&T Intellectual Property, Inc., as successor to BellSouth Intellectual Property Corporation	REALCALL	75/333,482	August 21, 2001
The Broadcast Team, Inc.	AT&T Intellectual Property, Inc., as successor to BellSouth	REAL CALL ALERT	75/607,284	August 21, 2001

	Intellectual Property Corporation			
The Broadcast Team, Inc.	AT&T Intellectual Property, Inc., as successor to BellSouth Intellectual Property Corporation	REAL CALL	76/254,248	August 21, 2001
The Broadcast Team, Inc.	AT&T Intellectual Property, Inc., as successor to BellSouth Intellectual Property Corporation	REAL CALL (& DESIGN)	Florida State Trademark T98000001442	August 21, 2001