

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349507

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		07/28/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Universal Thrive Technologies, LLC
Street Address:	1551 North Tustin Avenue, Suite 650
City:	Santa Ana
State/Country:	CALIFORNIA
Postal Code:	92705
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Universal Protection Service, LLC, a Delaware Limited Liability Company
Street Address:	1551 N. Tustin Avenue, Suite 650
City:	Santa Ana
State/Country:	CALIFORNIA
Postal Code:	92705
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3695676	VAST
Registration Number:	4455448	GRIP
Serial Number:	85907982	THRIVE INTELLIGENCE
Serial Number:	85907966	THRIVE INTELLIGENCE

CORRESPONDENCE DATA

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

OP \$115.00 3695676

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	07/28/2015
Total Attachments: 6 source=Universal - Trademark Release (02 21 14)#page1.tif source=Universal - Trademark Release (02 21 14)#page2.tif source=Universal - Trademark Release (02 21 14)#page3.tif source=Universal - Trademark Release (02 21 14)#page4.tif source=Universal - Trademark Release (02 21 14)#page5.tif source=Universal - Trademark Release (02 21 14)#page6.tif	

RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST (this “Release”), dated as of July 28, 2015, is made by General Electric Capital Corporation, a Delaware corporation with an address of 500 West Monroe Street, Chicago, IL 60611, in its capacity as administrative agent (the “Administrative Agent”) for the holders of the Secured Obligations, in favor of (i) Universal Thrive Technologies, LLC, a Delaware limited liability company and (ii) Universal Protection Service, LLC, a Delaware limited liability company, each with an address of 1551 N. Tustin Ave., Suite 650, Santa Ana, CA 92705 (each, a “Grantor”). Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement or the Security Agreement.

WHEREAS, pursuant to that certain Guarantee and Security Agreement, dated July 18, 2013 (the “Security Agreement”), by and between the Administrative Agent and the grantors party thereto, including each Grantor, the parties entered into that certain Intellectual Property Security Agreement, dated February 21, 2014 (the “Trademark Security Agreement”), pursuant to which each Grantor granted to the Administrative Agent, for the ratable benefit of the holders of the Secured Obligations, a Lien on and a security interest in all of such Grantor’s rights, title and interest in or to the Trademark Collateral, including, without limitation, those Trademarks set forth on Schedule A attached hereto (the “Collateral”).

WHEREAS, the Trademark Security Agreement recorded at the United States Patent and Trademark Office on February 24, 2014 at Reel/Frame 5222/0263; and

WHEREAS, the Administrative Agent has agreed to terminate and release its security interest in all such Collateral, as provided in the Security Agreement and the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent, on its own behalf and on behalf of the holders of the Secured Obligations, agrees as follows:

1) Release of Security Interest. The Administrative Agent hereby relinquishes, terminates, discharges and releases to the Grantor, any and all Liens, right, title and interest, including the security interest, it may have or have acquired through the Security Agreement and the Trademark Security Agreement in the Collateral (together with all of the goodwill associated therewith or symbolized thereby).

2) Further Acts. The Administrative Agent hereby authorizes and requests that this Release be recorded at the United States Patent and Trademark Office. The Administrative Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, and at the Grantor’s cost and expense, to more fully and effectively effectuate the purposes of this Release.

3) Full Authority. The Administrative Agent represents and warrants that it has full authority to execute and deliver this Release.

4) Governing Law. THIS RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR

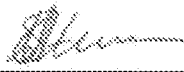
OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its officer duly authorized as of the date first above written.

ADMINISTRATIVE AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**
as Administrative Agent

By: 
Name: Salman Mukhtar
Title: Its Duly Authorized Signatory

Schedule A

U.S. Trademarks

REGISTRANT	REGISTRATION NUMBER	TRADEMARK
Universal Thrive Technologies, LLC	85907982	Thrive Intelligence
Universal Thrive Technologies, LLC	85907966	Thrive Intelligence
Universal Protection Service, LLC	3,695,676	VAST
Universal Protection Service, LLC	4,455,448	GRIP