

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349506

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 Protection Service, LP
Street Address:	1551 North Tustin Avenue, Suite 650
City:	Santa Ana
State/Country:	CALIFORNIA
Postal Code:	92705
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA
Name:	Universal Protection Security Systems, LP, a California Limited Partnership
Street Address:	1551 N. Tustin Avenue, Suite 650
City:	Santa Ana
State/Country:	CALIFORNIA
Postal Code:	92705
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA
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: 11

Property Type	Number	Word Mark
Registration Number:	3106268	UNIVERSAL PROTECTION SERVICE
Registration Number:	3116465	U UNIVERSAL PROTECTION SERVICE
Registration Number:	3294037	SITE-CONTROL
Registration Number:	3839947	U UNIVERSAL PROTECTION SECURITY SYSTEMS
Registration Number:	4015222	PROGUARD BY UNIVERSAL PROTECTION SERVICE
Registration Number:	4141457	PROGUARD BY UNIVERSAL PROTECTION SERVICE
Registration Number:	4113133	UVIEW BY UNIVERSAL PROTECTION SECURITY S

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3967862	ENSURE YOU'RE SECURE
Registration Number:	3746773	ATMOSPHERE MANAGEMENT
Registration Number:	3842793	SMART GUARDS - SMART CHOICE
Registration Number:	1690641	SECURITY FORCES INC.

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

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	07/28/2015

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

General Electric Capital Corporation

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 28, 2015

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Universal Protection Service, LP

Street Address: 1551 North Tustin Avenue, Suite 650

City: Santa Ana

State: CA

Country: USA Zip: 92705

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship USA-CA
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule A

B. Trademark Registration No.(s) _____

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

July 28, 2015

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Universal Protection Security Systems, LP, a California Limited Partnership
1551 N. Tustin Avenue, Suite 650
Santa Ana, CA 92705
Citizenship – USA – CA

Universal Protection Service, LLC, a Delaware Limited Liability Company
1551 N. Tustin Avenue, Suite 650
Santa Ana, CA 92705
Citizenship – USA – DE

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 Protection Service, LP, a California limited liability company, (ii) Universal Protection Security Systems, LP, a California limited partnership and (iii) 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 Trademark Security Agreement, dated July 18, 2013 (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 July 18, 2013 at Reel/Frame 5073/0667; 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, or any other applicable location. 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.

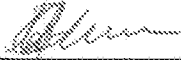
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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its officer duly authorized as of the date first above written.

ADMINISTRATIVE AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**
as Administrative Agent

By: _____


Name: Salman Mukhtar

Title: Its Duly Authorized Signatory

[Release of Security Interest Signature Page]

TRADEMARK
REEL: 005586 FRAME: 0567

Schedule A

U.S. Trademarks

REGISTRANT	REGISTRATION NUMBER	TRADEMARK
Universal Protection Service, LP	Reg. 3,106,268	Universal Protection Service
Universal Protection Service, LP	Reg. 3,116,465	Universal Protection Service
Universal Protection Service, LP	Reg. 3,294,037	Site-Control
Universal Protection Security Systems, LP	Reg. 3,839,947	Universal Protection Security Systems
Universal Protection Service, LP	Reg. 4,015,222	ProGuard by Universal Protection Service
Universal Protection Service, LP	Reg. 4,141,457	ProGuard by Universal Protection Service
Universal Protection Security Systems, LP	Reg. 4,113,133	UView
Universal Protection Service, LP	Reg. 3,967,862	Ensure You're Secure
Universal Protection Service, LP	Reg. 3,746,773	AtmosphereManagement
Universal Protection Service, LP	Reg. 3,842,793	Smart Guards – Smart Choice
Universal Protection Service, LLC	Reg. 1,690,641	Security Forces, Inc.
Universal Protection Service, LP	Arizona Reg. 48528	Proguard Security Services