

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIR3, Inc.		07/22/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Arrowpoint Agency Services, LLC as Administrative Agent		
Street Address:	340 Madison Avenue, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2972909	IN	
Registration Number:	3153828	TELALERT	
Registration Number:	4036809	MIR3	
Registration Number:	4085617	MIR3 INTELLIGENT NOTIFICATION	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	2122942684		
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:	86697.3		
NAME OF SUBMITTER:	Jonathan Sprintz		
SIGNATURE:	/Jonathan Sprintz by trademarkny/		
DATE SIGNED:	09/12/2016		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT dated as of July 22, 2016 (this "Agreement"), among MIR3, Inc., a Delaware corporation (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 Emergency Communications Network, LLC, a Delaware limited liability company (the "Borrower"), 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 Borrower, 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 Borrower 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 Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower 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.

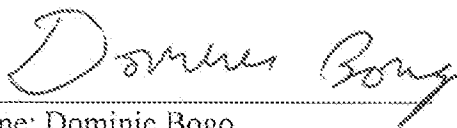
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature 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.

MIR3, INC.,

by

A handwritten signature in cursive script that reads "Dominic Bogo". The signature is written in black ink and is positioned above a horizontal dotted line.

Name: Dominic Bogo

Title: Chief Financial Officer, Treasurer and Secretary

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

MIR3, INC.

by

Name:

Title:

ARROWPOINT AGENCY SERVICES,
LLC, as Administrative Agent,

by



Name: David Perkins

Title: Authorized Signatory

SCHEDULE I

Trademarks/Trade Names Owned by MIR3, Inc.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
IN	2972909	Jul. 19, 2005
TELALERT	3153828	Oct. 10, 2006
MIR3	4036809	Oct. 11, 2011
MIR3 INTELLIGENT NOTIFICATION	4085617	Jan. 17, 2012

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>

State Trademark Registrations

<u>State</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Filing Date</u>

Exclusive Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>License Date</u>