

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO CAPITAL FINANCE, LLC, AS AGENT		08/09/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TOLLGRADE COMMUNICATIONS, INC.		
Street Address:	3120 UNIONVILLE RD.		
Internal Address:	SUITE 400		
City:	CRANBERRY TOWNSHIP		
State/Country:	PENNSYLVANIA		
Postal Code:	16066		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3887176	LIGHTHOUSE	
CORRESPONDENCE DATA			
Fax Number:	3142311776		
<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:	314-889-8000		
Email:	uspt@polsinelli.com		
Correspondent Name:	Matthew J. Smith		
Address Line 1:	100 S. Fourth Street		
Address Line 2:	Suite 1000		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	080357-558020		
NAME OF SUBMITTER:	Matthew J. Smith		
SIGNATURE:	/Matthew J. Smith/		
DATE SIGNED:	12/07/2016		
Total Attachments: 6			
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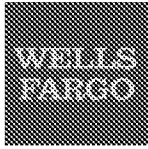
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August 9, 2016

Tollgrade Communications, Inc.

3120 Unionville Road, Suite 400
Cranberry Township, PA 16066
Attn: Michael D. Bornak
Fax No.: 724-720-1530

Re: Consent to Disposition of the Smart Grid Business.

Ladies and Gentlemen:

Reference is hereby made to that certain Credit Agreement, dated as of May 10, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Talon Holdings, Inc., a Delaware corporation ("Parent"), Tollgrade Communications, Inc., a Pennsylvania corporation ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Wells Fargo Capital Finance, LLC, a Delaware limited liability company, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, the "Agent"). Initially capitalized terms used in this letter ("Letter") but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

Section 6.4 of the Credit Agreement, except for Permitted Dispositions, restricts the ability of the Loan Parties to, among other things, convey, sell, lease, license, assign, transfer, or otherwise dispose of (or enter into an agreement to convey, sell, lease, license, assign, transfer, or otherwise dispose of) any of Borrower's or a Loan Party's assets. Borrower has requested that the Lender Group permit Borrower (the "Smart Grid Disposition Consent") to enter into an Asset Purchase Agreement (the "Purchase Agreement", and the transactions contemplated by the Purchase Agreement, the "Smart Grid Business Sale") between Borrower, as seller and Aclara Technologies LLC, an Ohio limited liability company, as buyer, in substantially the form of the draft attached hereto as Exhibit A (including all disclosure schedules and attachments thereto).

Notwithstanding any term or provision of the Credit Agreement to the contrary, Agent and the Lender Group hereby consent to Borrower (a) entering into the Purchase Agreement and (b) consummating the Smart Grid Business Sale subject to receipt, upon the closing of the Smart Grid Business Sale, of a partial repayment of the Obligations in an amount equal to no less than 100% of the net proceeds derived from such sale.

Upon the fulfillment of the conditions precedent to this Letter, Agent consents to the release of the "Purchased Assets" as defined in the Purchase Agreement from its Collateral.

The terms and provisions contained herein are limited to the specifics hereof, shall not apply with respect to any Default or Event of Default, or any other facts or occurrences other than those on which the same are based, shall not excuse future non-compliance with the Credit Agreement, shall not be a practical construction, course of conduct or course of performance under the Credit Agreement, and, except as expressly set forth herein, shall not operate as a waiver or an amendment of any right, power, or

remedy of Agent, nor as a consent to or waiver of any further or other matter, under the Loan Documents. Borrower and Guarantor hereby acknowledge and reaffirm (i) all of their obligations and duties under the Loan Documents, and (ii) that Agent, for the ratable benefit of the Lender Group, has and shall continue to have valid, secured, Liens in the Collateral.

IN CONSIDERATION OF THE CONSENTS CONTAINED HEREIN THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, BORROWER AND EACH OTHER LOAN PARTY HEREBY IRREVOCABLY RELEASE AND FOREVER DISCHARGES AGENT, THE LENDERS, THE SWING LENDER, AND THE ISSUING LENDER AND EACH OF THEIR LENDER-RELATED PERSONS (EACH, A “RELEASED PERSON”) OF AND FROM ALL DAMAGES, LOSSES, CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, ACTIONS AND CAUSES OF ACTION WHATSOEVER WHICH SUCH LOAN PARTY MAY NOW HAVE OR CLAIM TO HAVE ON AND AS OF THE DATE HEREOF AGAINST ANY RELEASED PERSON, WHETHER PRESENTLY KNOWN OR UNKNOWN, LIQUIDATED OR UNLIQUIDATED, SUSPECTED OR UNSUSPECTED, CONTINGENT OR NON-CONTINGENT, AND OF EVERY NATURE AND EXTENT WHATSOEVER WITH RESPECT TO THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED THEREBY (COLLECTIVELY, “CLAIMS”). BORROWER AND THE OTHER LOAN PARTIES, EACH REPRESENTS AND WARRANTS TO AGENT, THE LENDERS, THE SWING LENDER AND THE ISSUING LENDER THAT IT HAS NOT GRANTED OR PURPORTED TO GRANT TO ANY OTHER PERSON ANY INTEREST WHATSOEVER IN ANY CLAIM, AS SECURITY OR OTHERWISE. BORROWER AND EACH OTHER LOAN PARTY, EACH JOINTLY AND SEVERALLY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS EACH RELEASED PERSON FROM AND AGAINST ANY AND ALL CLAIMS AND ANY LOSS, COST, LIABILITY, DAMAGE OR EXPENSE (INCLUDING REASONABLE ATTORNEYS’ FEES AND EXPENSES) INCURRED BY ANY RELEASED PERSON IN INVESTIGATING, PREPARING FOR, DEFENDING AGAINST, PROVIDING EVIDENCE OR PRODUCING DOCUMENTS IN CONNECTION WITH OR TAKING OTHER ACTION IN RESPECT OF ANY COMMENCED OR THREATENED CLAIM.

It is the intention of each Loan Party that this Letter and the release set forth above shall constitute a full and final accord and satisfaction of all Claims they may have or hereafter be deemed to have against Released Persons as set forth herein. In furtherance of this intention, each Loan Party, on behalf of itself and each other Loan Party, expressly waives any statutory or common law provision that would otherwise prevent the release set forth above from extending to claims that are not currently known or suspected to exist in any Loan Party’s favor at the time of executing this Letter and which, if known by the Loan Parties, might have materially affected the agreement as provided for hereunder. Each Loan Party, on behalf of itself and each other Loan Party, acknowledges that it is familiar with Section 1542 of California Civil Code:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Each Loan Party, on behalf of itself and each other Loan Party, waives and releases any rights or benefits that it may have under Section 1542 to the full extent that it may lawfully waive such rights and benefits, and each Loan Party, on behalf of itself and each other Loan Party, acknowledges that it understands the significance and consequences of the waiver of the provisions of Section 1542 and that it has been advised by its attorney as to the significance and consequences of this waiver. Each Loan Party understands, acknowledges and agrees that the release set forth above may be pleaded as a full and

complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release. Each Loan Party agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

This Letter may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Letter by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Letter. Any party delivering an executed counterpart of this Letter by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart of this Letter, but the failure to do so shall not affect the validity, enforceability or binding effect of this Letter. This Letter shall constitute a Loan Document and shall be subject to the provisions regarding governing law, waiver of jury trial, jurisdiction and venue applicable to the Credit Agreement.

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Very truly yours,

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company, as Agent and a
Lender

By: 

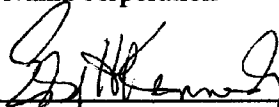
Name: Akiko Farnsworth

Title: Vice President

Acknowledged and Agreed


Borrower:

TOLLGRADE COMMUNICATIONS, INC.,
a Pennsylvania corporation

By: 
Name: Edward H. Kennedy
Title: CEO and President

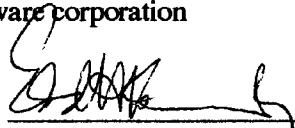
Parent:

TALON HOLDINGS, INC.,
a Delaware corporation

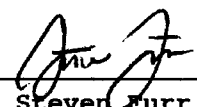
By: 
Name: Steven Furr
Title: Treasurer

Guarantors:

TOLLGRADE INTERNATIONAL, INC.,
a Delaware corporation

By: 
Name: Edward H. Kennedy
Title: President

TOLLGRADE BELGIUM LLC,
a Delaware limited liability company

By: 
Name: Steven Furr
Title: Manager

Lender:

SILICON VALLEY BANK,
a California banking association, as a Lender

By: Brian Bell
Name: BRIAN BELL
Title: Managing Director

Signature Page to Consent Letter re Disposition of the Smart Grid Business (Tollgrade)