

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARROWMARK AGENCY SERVICES LLC (f/k/a Arrowpoint Agency Services, LLC)		06/01/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	MIR3, Inc.		
Street Address:	3398 Carmel Mountain Road		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Corporation: 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:	Kelsey McCarthy		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	86697.2		
NAME OF SUBMITTER:	Kelsey McCarthy		
SIGNATURE:	/Kelsey McCarthy by trademarkny/		
DATE SIGNED:	06/01/2017		

CH \$115.00 2972909

Total Attachments: 5

source=ECN- Trademark Termination (MIR3) (Executed)_ (9246111)_ (1)#page1.tif

source=ECN- Trademark Termination (MIR3) (Executed)_ (9246111)_ (1)#page2.tif

source=ECN- Trademark Termination (MIR3) (Executed)_ (9246111)_ (1)#page3.tif

source=ECN- Trademark Termination (MIR3) (Executed)_ (9246111)_ (1)#page4.tif

source=ECN- Trademark Termination (MIR3) (Executed)_ (9246111)_ (1)#page5.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”), dated as of June 1, 2017, is executed by ARROWMARK AGENCY SERVICES LLC (f/k/a Arrowpoint Agency Services, LLC), in its capacity as administrative agent for the Lenders (in such capacity “Agent”), in favor of MIR3, Inc. (the “Grantor”).

Recitals

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 12, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, Emergency Communications Network, LLC (the “Borrower”), VCECN Holding Corp., ECN Holding Company, ECN Intermediate Holding Company and the other Loan Parties party thereto from time to time, the Lenders from time to time party thereto, PNC Bank, National Association, as Revolving Agent, and Agent, the Lenders agreed to extend credit to the Grantor upon the terms and subject to the conditions set forth therein. All capitalized terms used in this Release which are not defined herein shall have the same meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable;

WHEREAS, pursuant to the terms and conditions of that certain Guarantee and Collateral Agreement dated as of June 12, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), Agent holds a Lien against the intellectual property rights owned by the Grantor;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of July 22, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), among Grantor and Agent, as security for the payment or performance, as the case may be, in full of the Secured Obligations the Grantor granted to the 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, then owned or thereafter acquired by the Grantor or in, to or under which the Grantor then had or at any time thereafter may have acquired 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 1 hereto, and all goodwill associated with or symbolized by any of the foregoing; and
- (b) all exclusive Trademark Licenses under which the Grantor is a licensee, including those listed on Schedule 1 hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 12, 2016, at Reel/Frame 5873/0940;

WHEREAS, pursuant to the terms and conditions of that certain payoff letter, dated as of June 1, 2017, by and among Agent, Emergency Communications Network, LLC and the other Loan Parties party thereto, Agent has consented to, among other things, the release and termination of the Lien on the Trademark Collateral, including, without limitation, all Trademark Collateral listed on Schedule 1 attached hereto; and

WHEREAS, the Grantor has requested and Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge in full of its security interest in the Trademark Collateral and the reassignment to the Grantor of any and all right, title and interest that the Agent and the Lenders may have in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby covenants and agrees as follows:

Agent hereby (i) terminates the Trademark Security Agreement; (ii) relinquishes, discharges, and releases in full any and all security interest (including the Lien) it has in the Trademark Collateral, including under the Trademark Security Agreement and the Guarantee and Collateral Agreement; and (iii) reassigns to Grantor any and all such right, title and interest that it may have in the applicable Trademark Collateral of Grantor (including, without limitation, all Trademark Collateral listed on Schedule 1 attached hereto).

Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively evidence, record and carry out the purposes of this Release, all at the expense of the Grantor. Agent authorizes the Grantor (or its designees) to file such documentation as is necessary to effect the releases of the Trademark Collateral and requests that the United States Patent and Trademark Office and any applicable government officer note and record the release hereby given and any other filings necessary to evidence the release and termination of Agent's rights under the Trademark Security Agreement and the Guarantee and Collateral Agreement, with respect to the Trademark Collateral.

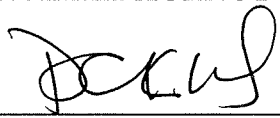
This Release may be executed in counterparts (and by different parties hereto on different counterparts), each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, Agent has executed and delivered this Release as of the day and year first above written.

ARROWMARK AGENCY SERVICES LLC, as
Agent

By:  _____

Name: David Corkins

Title: Authorized Signatory

ACCEPTED AND AGREED:

MIR3, INC,
as the Grantor

By: 

Name: Dominic Bongo

Title: Chief Financial Officer, Treasurer and Secretary

[Trademark Release]

TRADEMARK
REEL: 006075 FRAME: 0098

SCHEDULE 1

Trademark Registrations

Mark	Registration Number	Registration Date
IN	2972909	Jul. 19, 2005
TELALERT	3153828	Oct. 10, 2006
MIR3	4036809	Oct. 11, 2011
MIR3 INTELLIGENT NOTIFICATION	4085617	Jan. 17, 2012