

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429675

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:	EMERGENCY COMMUNICATIONS NETWORK, LLC
Street Address:	9 SUNSHINE BOULEVARD
City:	ORMOND BEACH
State/Country:	FLORIDA
Postal Code:	32174
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2481360	THE BROADCAST TEAM
Registration Number:	2885436	CODERED
Registration Number:	2891276	ECN
Registration Number:	2892086	EMERGENCY COMMUNICATIONS NETWORK
Registration Number:	2906346	CODE RED
Registration Number:	2912782	EMERGENCY COMMUNICATIONS NETWORK
Registration Number:	3222362	CODERED
Registration Number:	3286364	CODERED
Registration Number:	3435147	GOD'S CALLING
Registration Number:	3608489	CODE-ED
Registration Number:	3615312	VALIDATA
Registration Number:	3618914	UNIVERSAL ANI
Registration Number:	4207942	CODERED WEATHER WARNING
Registration Number:	4711947	MYDAILYCALL
Registration Number:	4712195	SMARTNOTICE
Registration Number:	4738071	CITYWATCH

CH \$415.00 2481360

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.

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:	086697.2
NAME OF SUBMITTER:	Kelsey McCarthy
SIGNATURE:	/Kelsey McCarthy by trademarkny/
DATE SIGNED:	06/01/2017

Total Attachments: 6

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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 EMERGENCY COMMUNICATIONS NETWORK, LLC (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, 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 June 12, 2015 (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 June 15, 2015, at Reel/Frame 5552/0582;

WHEREAS, pursuant to the terms and conditions of that certain payoff letter, dated as of June 1, 2017, by and among Agent, the Grantor 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.

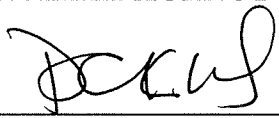
This Release may be executed in counterparts (and by different parties hereto on different counterparts), each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Release by facsimile or other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

EMERGENCY COMMUNICATIONS NETWORK, LLC,
as the Grantor

By: 

Name: Dominic Bongo

Title: Chief Financial Officer, Treasurer and Secretary

[Trademark Release]

TRADEMARK
REEL: 006075 FRAME: 0132

SCHEDULE 1

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
THE BROADCAST TEAM and Design	2,481,360	28-Aug-2001
CODERED	2,885,436	14-Sep-2004
ECN	2,891,276	05-Oct-2004
EMERGENCY COMMUNICATIONS NETWORK	2,892,086	05-Oct-2004
CODE RED and Design	2,906,346	30-Nov-2004
EMERGENCY COMMUNICATIONS NETWORK and Design	2,912,782	21-Dec-2004
CODERED	3,222,362	27-Mar-2007
CODERED	3,286,364	28-Aug-2007
GOD'S CALLING	3,435,147	27-May-2008
CODE-ED	3,608,489	21-Apr-2009
VALIDATA	3,615,312	05-May-2009
UNIVERSAL ANI	3,618,914	12-May-2009
CODERED WEATHER WARNING	4,207,942	11-Sep-2012
MYDAILYCALL	4,711,947	31-Mar-2015
SMARTNOTICE	4,712,195	31-Mar-2015
CITYWATCH	4,738,071	19-May-2015

Schedule 1

AmericasActive:9210350.4

TRADEMARK
REEL: 006075 FRAME: 0133

Exclusive Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>License Date</u>
The Broadcast Team, Inc.	AT&T Intellectual Property, Inc., as successor to BellSouth Intellectual Property Corporation	REALCALL	75/333,482	August 21, 2001
The Broadcast Team, Inc.	AT&T Intellectual Property, Inc., as successor to BellSouth Intellectual Property Corporation	REAL CALL ALERT	75/607,284	August 21, 2001
The Broadcast Team, Inc.	AT&T Intellectual Property, Inc., as successor to BellSouth Intellectual Property Corporation	REAL CALL	76/254,248	August 21, 2001
The Broadcast Team, Inc.	AT&T Intellectual Property, Inc., as successor to BellSouth Intellectual Property Corporation	REAL CALL (& DESIGN)	Florida State Trademark T98000001442	August 21, 2001