

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429818

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------------|----------|----------------|-------------------------------------|
| Emergency Communications Network, LLC | | 06/01/2017 | Limited Liability Company: DELAWARE |
| MIR3, Inc. | | 06/01/2017 | Corporation: DELAWARE |
| SWN Communications Inc. | | 06/01/2017 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-----------------------------|
| Name: | ARES CAPITAL CORPORATION |
| Street Address: | 245 PARK AVENUE, 44TH FLOOR |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10167 |
| Entity Type: | Corporation: MARYLAND |

PROPERTY NUMBERS Total: 44

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------------------|
| Registration Number: | 3608489 | CODE-ED |
| Registration Number: | 2906346 | CODE RED |
| Registration Number: | 2885436 | CODERED |
| Registration Number: | 3222362 | CODERED |
| Registration Number: | 3286364 | CODERED |
| Registration Number: | 4207942 | CODERED WEATHER WARNING |
| Registration Number: | 2891276 | ECN |
| Registration Number: | 2912782 | EMERGENCY COMMUNICATIONS NETWORK |
| Registration Number: | 2892086 | EMERGENCY COMMUNICATIONS NETWORK |
| Registration Number: | 3435147 | GOD'S CALLING |
| Registration Number: | 2481360 | THE BROADCAST TEAM |
| Registration Number: | 3618914 | UNIVERSAL ANI |
| Registration Number: | 3615312 | VALIDATA |
| Registration Number: | 4738071 | CITYWATCH |
| Registration Number: | 4711947 | MYDAILYCALL |
| Registration Number: | 4712195 | SMARTNOTICE |
| Registration Number: | 5068490 | FIRSTCALL |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------------|
| Registration Number: | 4036809 | MIR3 |
| Registration Number: | 2972909 | IN |
| Registration Number: | 3153828 | TELALERT |
| Registration Number: | 4085617 | MIR3 INTELLIGENT NOTIFICATION |
| Registration Number: | 5144121 | SWN DIRECT |
| Registration Number: | 4367620 | MESSAGE BUILDER |
| Registration Number: | 3932133 | EVERY MESSAGE COUNTS |
| Registration Number: | 3638299 | WEATHERBLAST |
| Registration Number: | 3737826 | SEND WORD NOW |
| Registration Number: | 3443802 | ALERT TRACER |
| Registration Number: | 3538752 | SEND WORD NOW |
| Registration Number: | 3106645 | ONE CALL NOW |
| Serial Number: | 87079855 | ONE CALL NOW A SEND WORD NOW COMPANY |
| Serial Number: | 86484578 | CHURCH NOW |
| Serial Number: | 87364953 | MIR3 |
| Serial Number: | 87097586 | VERSMO |
| Serial Number: | 87363124 | CODERED |
| Serial Number: | 87361993 | |
| Serial Number: | 87361938 | |
| Serial Number: | 87374052 | SMARTNOTICE |
| Serial Number: | 87274906 | CODERED |
| Serial Number: | 87274631 | REAL-TIME READY |
| Serial Number: | 87274596 | REAL-TIME READY |
| Serial Number: | 87274577 | ONSOLVE |
| Serial Number: | 87273619 | ONSOLVE |
| Serial Number: | 87363615 | ONSOLVE |
| Serial Number: | 87363189 | SMARTNOTICE |

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 2129693000

Email: trademark@proskauer.com

Correspondent Name: William Majeski

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 70578-029

| | |
|--|-------------------|
| NAME OF SUBMITTER: | William Majeski |
| SIGNATURE: | /William Majeski/ |
| DATE SIGNED: | 06/02/2017 |
| Total Attachments: 7 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif | |

Trademark Security Agreement

Trademark Security Agreement, dated as of June 1, 2017, by Emergency Communications Network, LLC, MIR3, Inc. and SWN Communications Inc. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of ARES CAPITAL CORPORATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity and together with any successors in such capacities, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, “Trademark Collateral”):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URL’s), domain names, corporate names, brand names, and trade names, whether registered or unregistered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof) along with all the goodwill associated therewith, including those listed on Schedule I hereto, together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor’s use of any of the foregoing, (ii) extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions or violations thereof; and

(b) all Proceeds of any and all of the foregoing; in each case of the foregoing clauses (a) and (b), other than Excluded Property.

For the avoidance of doubt, “Excluded Property”, as defined in the Security Agreement and used herein, includes any Trademark application filed in the United States Patent and Trademark Office on the basis of the applicant’s intent-to-use such Trademark, unless and until use of the Trademark has been filed with, and accepted by, the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. Section 1051, et seq.).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Collateral Agent.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EMERGENCY COMMUNICATIONS
NETWORK, LLC

By: 
Name: Dominic Bongo
Title: Chief Financial Officer, Treasurer &
Secretary

MIR3, INC.

By: 
Name: Dominic Bongo
Title: Chief Financial Officer, Treasurer &
Secretary

SWN COMMUNICATIONS INC.

By: 
Name: Dominic Bongo
Title: Chief Financial Officer, Treasurer &
Secretary

Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Collateral Agent

By: _____
Name:
Title:

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006075 FRAME: 0925

Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Collateral Agent

By: Michael L. Smith
Name: Michael L. Smith
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

| OWNER | REGISTRATION NUMBER | TRADEMARK |
|---------------------------------------|---------------------|---|
| Emergency Communications Network, LLC | 3,608,489 | CODE-ED |
| Emergency Communications Network, LLC | 2,906,346 | CODE RED and Design |
| Emergency Communications Network, LLC | 2,885,436 | CODERED |
| Emergency Communications Network, LLC | 3,222,362 | CODERED |
| Emergency Communications Network, LLC | 3,286,364 | CODERED |
| Emergency Communications Network, LLC | 4,207,942 | CODERED WEATHER WARNING |
| Emergency Communications Network, LLC | 2,891,276 | ECN |
| Emergency Communications Network, LLC | 2,912,782 | EMERGENCY COMMUNICATIONS NETWORK and Design |
| Emergency Communications Network, LLC | 2,892,086 | EMERGENCY COMMUNICATIONS NETWORK |
| Emergency Communications Network, LLC | 3,435,147 | GOD'S CALLING |
| Emergency Communications Network, LLC | 2,481,360 | THE BROADCAST TEAM and Design |
| Emergency Communications Network, LLC | 3,618,914 | UNIVERSAL ANI |
| Emergency Communications Network, LLC | 3,615,312 | VALIDATA |
| Emergency Communications Network, LLC | 4,738,071 | CITYWATCH |
| Emergency Communications Network, LLC | 4,711,947 | MYDAILYCALL |
| Emergency Communications Network, LLC | 4,712,195 | SMARTNOTICE |
| Emergency Communications Network, LLC | 5068490 | FIRSTCALL |
| MIR3, Inc. | 4036809 | MIR3 |
| MIR3, Inc. | 2972909 | IN |
| MIR3, Inc. | 3153828 | TELALERT |

| OWNER | REGISTRATION NUMBER | TRADEMARK |
|-------------------------|---------------------|-------------------------------|
| MIR3, Inc. | 4085617 | MIR3 INTELLIGENT NOTIFICATION |
| SWN Communications Inc. | 5144121 | SWN DIRECT |
| SWN Communications Inc. | 4367620 | MESSAGE BUILDER |
| SWN Communications Inc. | 3932133 | EVERY MESSAGE COUNTS |
| SWN Communications Inc. | 3638299 | WEATHERBLAST |
| SWN Communications Inc. | 3737826 | SEND WORD NOW |
| SWN Communications Inc. | 3443802 | ALERT TRACER |
| SWN Communications Inc. | 3538752 | SEND WORD NOW |
| SWN Communications Inc. | 3106645 | ONE CALL NOW |
| SWN Communications Inc. | 5144121 | SWN DIRECT |
| MIR3, Inc. | 009174723 | MIR3 ¹ |

Trademark Applications:

| OWNER | APPLICATION NUMBER | TRADEMARK |
|---------------------------------------|--------------------|--------------------------------------|
| SWN Communications Inc. | 87079855 | ONE CALL NOW A SEND WORD NOW COMPANY |
| SWN Communications Inc. | 86484578 | CHURCH NOW |
| MIR3, Inc. | 87364953 | MIR3 |
| Emergency Communications Network, LLC | 87097586 | VERSMO |
| Emergency Communications Network, LLC | 87363124 | CODERED Design |
| Emergency Communications Network, LLC | 87361993 | Design only |
| Emergency Communications Network, LLC | 87361938 | Design only |
| Emergency Communications Network, LLC | 87374052 | SMARTNOTICE |
| Emergency Communications Network, LLC | 87274906 | CODERED |
| Emergency Communications Network, LLC | 87274631 | REAL-TIME READY |
| Emergency Communications Network, LLC | 87274596 | REAL-TIME READY |
| Emergency Communica- | 87274577 | ONSOLVE |

¹ This trademark is a registered Common Trademark (the others in the table are all U.S.-registered trademarks).

| OWNER | APPLICATION NUMBER | TRADEMARK |
|---------------------------------------|--------------------|--------------------|
| tions Network, LLC | | |
| Emergency Communications Network, LLC | 87273619 | ONSOLVE |
| Emergency Communications Network, LLC | 87363615 | ONSOLVE Design |
| Emergency Communications Network, LLC | 87363189 | SMARTNOTICE Design |