

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445307

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|------------------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CapitalSource Bank | | 08/31/2012 | BANK: UNKNOWN |
| RECEIVING PARTY DATA | | | |
| Name: | Protect America, Inc. | | |
| Street Address: | 5100 North IH 35, Suite B | | |
| City: | Round Rock | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78681 | | |
| Entity Type: | Corporation: TEXAS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2140195 | THE PEACEKEEPER | |
| Registration Number: | 1853965 | PROTECT AMERICA, INC. AFFORDABLE SECURIT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7344184288 | | |
| <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: | 7344184288 | | |
| Email: | jreitz@honigman.com | | |
| Correspondent Name: | Julie E. Reitz | | |
| Address Line 1: | 39400 Woodward Avenue, Suite 101 | | |
| Address Line 4: | Bloomfield Hills, MICHIGAN 48304 | | |
| NAME OF SUBMITTER: | Julie E. Reitz | | |
| SIGNATURE: | /Julie E. Reitz/ | | |
| DATE SIGNED: | 10/02/2017 | | |
| Total Attachments: 6 | | | |
| source=Security Agreement - Release and PayOff Letter#page1.tif | | | |
| source=Security Agreement - Release and PayOff Letter#page2.tif | | | |
| source=Security Agreement - Release and PayOff Letter#page3.tif | | | |
| source=Security Agreement - Release and PayOff Letter#page4.tif | | | |
| source=Security Agreement - Release and PayOff Letter#page5.tif | | | |

CH \$65.00 2140195

August 31, 2012

Protect America, Inc.
PAI Intermediate, Inc.
3800 Quick Hill, Bldg. 1
Austin, TX 78728
Attention: Michael Nagy
Fax: (512) 218-4980

Re: Credit and Security Agreement, dated as of January 5, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Protect America, Inc. and PAI Intermediate, Inc. (each a "Borrower" and collectively, "Borrowers"), Protect America Holdings, LLC ("Parent") and CapitalSource Bank, as agent for Lenders ("Agent")

Ladies and Gentlemen:

Borrowers, Parent, Lenders (as defined in the Credit Agreement) and Agent are parties to that certain Credit Agreement described above. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Credit Agreement.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned agrees as follows:

1. Payoff Amount Instructions. The total amount necessary to pay in full on or before this date the outstanding non-contingent Obligations under the Credit Agreement (other than any and all indemnity obligations under any of the Credit Documents not yet due and payable and which by their terms survive the termination of the Credit Documents (collectively, the "Indemnity Obligations")) is as follows:

| | |
|---------------------------------------------------------------------------------------|---------------|
| (i) Aggregate outstanding principal balance of the Revolving Facility as of this date | \$ [REDACTED] |
| (ii) Accrued but unpaid interest on the Revolving Facility as of this date | [REDACTED] |
| (iii) Accrued but unpaid Unused Line Fees | [REDACTED] |
| (iv) Aggregate outstanding principal balance of the Term Loan as of this date | [REDACTED] |
| (v) Accrued but unpaid interest on the Term Loan as of this date | [REDACTED] |
| (vi) Audit and Legal Fees | \$ [REDACTED] |
| (vii) Wire Fees | \$ [REDACTED] |

Protect America, Inc.
PAI Intermediate, Inc.
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| | |
|--------------------------------------------------------------------------------------------------------|---------------|
| (viii) Reserve | \$ [REDACTED] |
| (ix) Total pay-off amount as of this date on the Loans and the other Obligations (sum of (i) - (viii)) | \$ [REDACTED] |

Payment of the total referred to in item (ix) above (the "Pay-Off Amount") should be made to Agent by way of wire transfer in immediately available funds directed as follows:

| | |
|------------------|---------------------------|
| Bank Name: | Bank of America |
| City & State: | Charlotte, NC |
| Account No.: | 003930559738 |
| ABA Routing No.: | 026009593 |
| Account Name: | CapitalSource Funding LLC |
| Ref: | Protect America, Inc. |

If the Pay-Off Amount is not received by Agent on or before 4:00 p.m. (E.D.T.) on August 31, 2012, please contact Agent for an updated Pay-Off Amount. The Pay-Off Amount is subject to change if any Borrower makes any additional borrowing under the Credit Agreement.

The Reserve listed in Section 1(viii) above may be used by Agent to satisfy any Continuing Obligations (as defined herein) or other obligations of Borrowers to Agent under this letter agreement, or the Credit Documents, and if not so used, upon Borrowers' written request, the Reserve shall be returned to Borrowers on September 15, 2012 in accordance with the instructions in Section 6.

2. Releases.

(a) Agent hereby agrees that, upon (i) receipt by Agent on this date of the Pay-Off Amount in immediately available funds in accordance with Section 1, confirmed in writing by Agent and (ii) receipt by Agent of an original (or facsimile or electronic transmission) of this letter executed by each of the parties hereto: (A) no Borrower or other Credit Party will be indebted to Agent for any reason under the Credit Documents (other than with respect to the Continuing Obligations described in Section 2(b) below) and Agent's commitment to extend further credit to Borrowers under the Credit Documents will terminate, (B) the Credit Agreement and all of Agent's security interests in, security titles to and other liens and all personal property of Borrowers and the other Credit Parties granted thereunder will be automatically terminated and released (except that the Continuing Obligations shall survive such termination), (C) all guarantors of the Obligations (other than with respect to the Continuing Obligations) will be automatically released from their obligations to Agent, (D) Agent hereby authorizes any Borrower, any other Credit Party or any designee thereof, to file termination statements with respect to each financing statement filed to perfect any of the security interests and other liens in favor of Agent in any assets of any Borrower or any other Credit Party and any guarantor as security for any of the amounts owing under the Credit Agreement, (E) Agent will execute such other lien release documents as Borrowers or any other Credit Party may reasonably request in order to evidence or otherwise give public notice to such collateral terminations and releases and Borrowers, any other Credit Party or any of their respective agents are authorized to file such documents, and (F) Agent will promptly deliver any

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Collateral in its possession to a Borrower or its designee; provided, however, that any and all such termination statements and other such documents shall be prepared and recorded at the Borrowers' expense.

(b) Notwithstanding anything to the contrary contained herein, Borrowers are not released from, and hereby ratify and confirm their continuing liability to Agent for the indefeasible payment and satisfaction in full of the following (collectively, "Continuing Obligations"):

- (i) Indemnity Obligations;
- (ii) interest (at the interest rate provided for in the Credit Agreement) upon all amounts owed to Agent in respect of the Continuing Obligations, which interest shall accrue from the date on which each such amount is due under the terms of the Credit Documents as in effect immediately prior to the effectiveness hereof, until Agent has received full and final payment thereof in immediately available funds;
- (iii) all obligations of Borrowers to Agent under this letter agreement; and
- (iv) any reasonable costs and expenses incurred by Agent, including reasonable attorneys' fees and legal expenses in connection with the termination of the Credit Documents and the Liens thereunder.

Please note that certifications, confirmations, acknowledgements and agreements made by Agent in this letter, including but not limited to the effectiveness of the releases contained in Section 2(a) above and any UCC termination statements or other release or documents authorized or delivered in connection herewith, are subject to and conditioned on Agent's receipt of the items described in Section 2(a)(i) and 2(a)(ii) above. Agent's receipt of such items does not affect any rights of Agent, or obligations of Borrowers or any other obligor, under the Credit Documents which, by their terms, survive repayment of the Obligations and termination of the Credit Documents, all of which shall constitute Continuing Obligations hereunder.

(c) For and in consideration of Agent's agreements contained herein, each Borrower hereby forever releases and discharges Agent, its officers, directors, employees, agents, affiliates, representatives, successors and assigns (collectively, the "Released Parties") from any and all claims, causes of actions, damages and liabilities of any nature whatsoever, known or unknown, which such Person ever had, now has or might hereafter have against the Released Parties which relates, directly or indirectly, to any of the Credit Documents or the transactions relating thereto to the extent that any such claim, cause of action, damage or liability shall be based in whole or in part upon facts, circumstances, actions or events existing on or prior to the date hereof, except from any Released Party's gross negligence or willful misconduct. Each Borrower agrees that the Pay-Off Amount and the Continuing Obligations are payable without any deduction, offset, defenses or counterclaim.

3. Indemnification for Returned Items and Related Expenses. Each Borrower agrees to indemnify Agent from any and all loss, costs, damage or expense (including attorneys' fees and legal expenses) which Agent may suffer or incur at any time as a result of (i) any non-payment, claim, refund or dishonor of any checks or other similar items which have been credited by Agent

to the account of such Borrower with Agent and (ii) any bookkeeping, accounting or other errors in calculation of any amount to be paid to Agent hereunder requiring an adjustment thereto, together with any expenses or other charges incident thereto and, in addition, each Borrower agrees to pay Agent on demand all costs and expenses (including attorneys' fees and legal expenses) incurred in connection with this letter agreement and any actions, instruments or documents contemplated hereunder.

4. Rights in Instruments. Notwithstanding anything to the contrary contained herein, Agent reserves all of its rights in and to any checks or similar instruments for payment of money heretofore received by Agent in connection with its arrangements with Borrowers, and all of its rights to any monies due or to become due under said checks or similar instruments and/or all of its claims thereon.

5. Reinstatement. Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by, Agent from or for the account of any Borrower is avoided, rescinded, set aside or must otherwise be returned or repaid by Agent whether in any bankruptcy, reorganization, insolvency or similar proceeding involving any Borrower, any of its subsidiaries or otherwise, the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against any Borrower and its successors or assigns. In such event, such Borrower shall be and remain liable to Agent for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Agent with interest accruing thereon from and after the date such amount is so repaid or recovered.

6. Counterparts; etc. This letter agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument. This letter agreement may be delivered by telecopier or other electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

7. Governing Law. The validity, construction and effect of this payoff letter agreement shall be governed by the internal laws of the State of New York.

8. Expiration. Unless otherwise agreed in a writing executed by Agent, on behalf of the Lenders, the terms of this letter shall not be effective after 2:00 p.m. (E.D.T.) on August 31, 2012 unless the Pay-Off Amount has been received by Agent on or before such date and time.

9. Additional Remittances. In the event that any funds of any Borrower from any of their Accounts are swept to the Agent following Agent's receipt of the Pay-Off Amount, the Agent agrees to promptly remit such funds to the Borrowers, at the Borrowers' cost (which cost shall be at least \$20 per each wire sent by the Agent to the Borrowers), pursuant to the Borrowers' written instructions to the Agent.

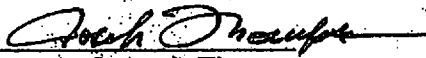
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PAI Intermediate, Inc.
August 31, 2012
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Agent hereby requests that each Borrower acknowledge its receipt and acceptance of and agreement to the terms and conditions set forth in this letter by signing a copy of it in the appropriate space indicated below and returning it to Agent.

Sincerely,

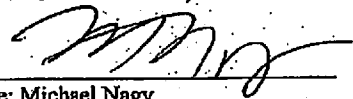
CAPITALSOURCE BANK, as Agent

By: 
Name: Joseph Thompson
Title: Banking Officer

Each of the undersigned hereby acknowledges its receipt and acceptance of and agreement to the terms and conditions of this letter:

BORROWERS:

PROTECT AMERICA, INC.

By: 
Name: Michael Nagy
Title: Chief Financial Officer and Treasurer

PAI INTERMEDIATE, INC.

By: _____
Name: Kevin Prokop
Title: President

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Agent hereby requests that each Borrower acknowledge its receipt and acceptance of and agreement to the terms and conditions set forth in this letter by signing a copy of it in the appropriate space indicated below and returning it to Agent.

Sincerely,

CAPITALSOURCE BANK, as Agent

By: _____
Name: _____
Title: _____


Each of the undersigned hereby acknowledges its receipt and acceptance of and agreement to the terms and conditions of this letter:

BORROWERS:

PROTECT AMERICA, INC.

By: _____
Name: Michael Nagy
Title: Chief Financial Officer and Treasurer

PAI INTERMEDIATE, INC.

By:  _____
Name: Kevin Prokop
Title: President