

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445921

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Harbinger Mezzanine Partners, L.P.		01/04/2010	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Protect America, Inc.		
<b>Street Address:</b>	5100 NORTH IH 35, Suite B		
<b>City:</b>	Round Rock		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78681		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2140195	THE PEACEKEEPER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	7344184288		
<b>Email:</b>	jreitz@honigman.com		
<b>Correspondent Name:</b>	Julie E. Reitz		
<b>Address Line 1:</b>	39400 Woodward Avenue, Suite 101		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304		
<b>NAME OF SUBMITTER:</b>	Julie E. Reitz		
<b>SIGNATURE:</b>	/Julie E. Reitz/		
<b>DATE SIGNED:</b>	10/04/2017		
<b>Total Attachments: 5</b>			
source=Security Release - HMP#page1.tif			
source=Security Release - HMP#page2.tif			
source=Security Release - HMP#page3.tif			
source=Security Release - HMP#page4.tif			
source=Security Release - HMP#page5.tif			

CH \$40.00 2140195

January 4, 2010

Mr. Mike Nagy  
PROTECT AMERICA, INC.  
5100 North IH-35, Suite B  
Round Rock, Texas 78681

RE: Protect America, Inc. (the "Company") - Loan Payoff

Gentlemen:

The Company has requested that Harbinger Mezzanine Partners, L.P. ("HMP") provide it with information regarding the total amounts and agreements required which, if received by HMP on January 4, 2010 (the "Payoff Date"), would satisfy (i) all obligations of the Company under the Loan Agreement dated October 12, 2000, among the Company and HMP (as amended through the date hereof, the "Loan Agreement"), the Third Amended, Restated and Consolidated Secured Promissory Note dated November 17, 2005 in the original principal amount of \$5,000,000 (the "Note"), and Loan Documents referenced therein (excluding the Second Amended, Restated and Consolidated Stock Purchase Warrant) and (ii) all fees, expenses and costs related thereto (the "Payoff Amount").

<u>LOAN AMOUNT</u>	<u>INTEREST DUE</u>	<u>PER DIEM</u>
[REDACTED]	[REDACTED]	[REDACTED]
Total Interest.....	\$	[REDACTED]
Total Loan Repayment.....	\$	[REDACTED]
Fees, Expenses and Costs .....	\$	[REDACTED]
Payoff Amount.....	\$	[REDACTED]

If the Payoff Amount is remitted after 3:00 PM CST on the Payoff Date, the additional per diem interest amount set forth above will be due for each additional day thereafter that the Payoff Amount remains outstanding; provided, however, that this payoff letter shall terminate and be of no further force or effect if the Payoff Amount, plus any additional per diem interest, is not received by HMP on or before 3:00 PM CST on January 8, 2010.

The wiring instructions for HMP for the payment of the Payoff Amount are as follows:

Account Name: Harbinger Mezzanine Partners, L.P.  
Account Number: 09449876  
Bank Name: Regions Bank  
City, State: Birmingham, Alabama  
ABA Routing No.: 062000019  
Reference (if applicable): Notify Pam Blanks 205.987.5772

Mr. Mike Nagy  
PROTECT AMERICA, INC.  
Page 2

Upon receipt by HMP of the Payoff Amount, (i) the Note will be cancelled and returned to the Company, (ii) all liens, security interests and encumbrances HMP may have against or with respect to any and all assets, properties and rights of the Company and its subsidiaries securing the Note will be automatically released and discharged, (iii) the Company shall be authorized to prepare and file all UCC-3 Termination Statements and other release instruments in connection with the foregoing release as the Company may reasonably require, and (iv) the Pledge and Security Agreement dated October 12, 2000 between HMP and Thad Pascall (and the related stock power and proxy) shall be terminated.

Notwithstanding anything to the contrary contained herein, in the event any payment made to HMP from or for the account of the Company is avoided, rescinded, set aside or must otherwise be returned or repaid by HMP whether in any bankruptcy, reorganization, insolvency or similar proceeding involving the Company or otherwise, the indebtedness intended to be repaid thereby, and the Loan Documents related thereto, shall be reinstated (without any further action by any party) and shall be enforceable against the Company. In such event, the Company shall be and remain liable to HMP for the amount so repaid or recovered to the same extent as if such amount had never originally been received by HMP.

This letter may be signed in several counterparts and delivery of a photocopy or facsimile of an executed counterpart of this letter shall be effective as delivery of a manually executed original counterpart of this letter. HMP acknowledges and agrees that CapitalSource Bank, as agent and a lender under a new credit agreement with Company, will rely on this letter in making future financial accommodations to Company.

Please indicate your acceptance by signing in the space provided below. If you have any questions, please do not hesitate to call me at (615) 301-6400.

HARBINGER MEZZANINE PARTNERS,  
L.P., a Delaware limited partnership

By: Harbinger Mezzanine GP, LLC, its  
General Partner

By: Harbinger Mezzanine Manager, Inc.,  
its Manager

By:   
Title: Brent G. Ray  
Managing Director

Mr. Mike Nagy  
PROTECT AMERICA, INC.  
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**ACKNOWLEDGED AND ACCEPTED** the day  
and year above written.

PROTECT AMERICA, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Reference is made to that certain Pay-Off Letter dated December 31, 2009 from Fortress Credit Corp., as Agent and Goldman Sachs Specialty Lending Holdings, Inc. II to Protect America, Inc. and CapitalSource Bank, a copy of which has been provided to HMP (the "Fortress Pay-Off Letter"). Subject to the prior indefeasible payment in full of the Fortress Pay-Off Amount (as defined in the Fortress Pay-Off Letter) and the Goldman Pay-Off Amount (as defined in the Fortress Pay-Off Letter) in accordance with, and subject to, the terms of the Fortress Pay-Off Letter, the undersigned acknowledges and consents to the payments made to HMP pursuant to this letter, and the receipt and retention thereof by HMP; provided, however, in the event the Fortress Pay-Off Amount and the Goldman Pay-Off Amount are not indefeasibly paid in full on or prior to the Termination Time (as defined in the Fortress Pay-Off Letter), the foregoing conditional consent shall terminate and have no further force and effect.

FORTRESS CREDIT CORP., as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

RECEIVED  
JAN-6 2010  
CLK 58

10-00004654

01/06/2010 05:00 PM



FILED

TEXAS  
SECRETARY OF STATE

SOS



290142950024

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

00-602925 filed 10/13/2000

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 8a or 8b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable)

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral:  deleted or  added, or give entire  restated collateral, or describe collateral  assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Harbinger Mezzanine Partners, L.P.

OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA

Debtor: Protect America, Inc.

241583-1

TEXAS SECRETARY OF STATE

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

TRADEMARK  
REEL: 006173 FRAME: 0460

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

RECEIVED  
JAN 6 2010  
CLK 6L

10-00004650

01/06/2010 05:00 PM



FILED

TEXAS SECRETARY OF STATE

SOS



290142950021

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

05-0027625441 filed 9/2/2005

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 8a or 8b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any

NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

**Harbinger Mezzanine Partners, L.P.**

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA

Debtor: Protect America, Inc.

241583-2

TEXAS SECRETARY OF STATE

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

RECORDED: 10/04/2017

TRADEMARK  
REEL: 006173 FRAME: 0461