

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NewStar Business Credit, LLC		06/28/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Decisive Communications, Inc.		
Street Address:	9416 Doctor Perry Road		
City:	Ijamsville		
State/Country:	MARYLAND		
Postal Code:	21754		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4949462	DECISIVE COMMUNICATIONS	
Registration Number:	4830292	DECISIVE COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	2125998400		
<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:	2125993153		
Email:	dshield@song.law		
Correspondent Name:	Darren Shield		
Address Line 1:	444 Madison Avenue, 4th Floor		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Darren Shield		
SIGNATURE:	/Darren Shield/		
DATE SIGNED:	09/27/2019		
Total Attachments: 4			
source=2017 06 28 Payoff Letter#page1.tif			
source=2017 06 28 Payoff Letter#page2.tif			
source=2017 06 28 Payoff Letter#page3.tif			
source=2017 06 28 Payoff Letter#page4.tif			

OP \$65.00 4949462



6/28/17

Rick Sander
Chief Financial Officer
Decisive Communications, Inc.
9416 Doctor Perry Rd
Ijamsville, MD 21754

Dear Mr. Sander:

Reference is made to the certain Loan and Security Agreement dated as of June 26, 2015, among Decisive Communications, Inc., a Maryland corporation ("Borrower"), the Lenders from time to time party thereto (each a "Lender" and collectively the "Lenders") and Sterling Business Credit, LLC (f/k/a NewStar Business Credit, LLC), a Delaware limited liability company, as administrative agent (together with its successors-in-interest and assigns in such capacity, "Administrative Agent"), as amended by the First Amendment to Loan and Security Agreement dated as of April 22, 2016, the Second Amendment to Loan and Security Agreement dated as of August 25, 2016, the Third Amendment to Loan and Security Agreement dated as of November 21, 2016, the Fourth Amendment to Loan and Security Agreement dated as of December 15, 2016, the Fifth Amendment to Loan and Security Agreement dated as of February 2, 2017, and the Sixth Amendment to Loan and Security Agreement dated as of April 18, 2017, in each case among such parties (collectively, and as may be amended or otherwise modified from time to time, the "Loan Agreement"). Terms defined by the Loan Agreement, where used herein, shall have the same meanings where used herein as prescribed by the Loan Agreement.

Administrative Agent has been informed by Borrower that it intends to repay all outstanding Obligations under the Loan Agreements on **June 29, 2017**.

The total amount of Obligations due and owing to Administrative Agent, if paid on or before 2:00pm (Dallas time) on **June 29, 2017** (the "Payment Time") is \$6,871,146.97 (the "Payoff Amount") calculated as follows:

Principal	\$6,717,922.61
Accrued Interest & Fees	\$33,224.36
Early Termination Fee	\$65,000.00
Legal Expenses	\$5,000.00
Other Reserves	\$50,000.00
Total Payoff Amount	\$6,871,146.97

The parties hereto hereby acknowledge and agree that \$50,000 of the Payoff Amount shall be retained by the Administrative Agent (the "Holdback Amount") to be applied in respect of and to the extent of (i) any automated clearing house ("ACH") transfers or checks or other instruments or payment items which are received by Administrative Agent from Borrowers or any of Borrowers' account debtors prior to the receipt of the Payoff Amount which may be dishonored or returned for nonpayment or for any other reason, (ii) any bank charges and other fees, cost and expenses paid or incurred by Administrative Agent that arise as of a result of such dishonor or return, and (iii) any and all cost, fees and expenses (including without limitation, attorneys' fees) due and payable by Lender under the Loan Agreement. Administrative Agent shall return any remaining portion of the Holdback Amount to Borrowers or its designee on the day that is thirty (30) calendar days after Administrative Agent's receipt of the Payoff Amount in immediately available funds into the account listed below.

The parties also hereto hereby acknowledge and agree that (i) Administrative Agent has credited to Borrower's account the amount of all automated clearinghouse ("ACH") transfers and the face amount of each check and other instrument or payment items received by Administrative Agent from Borrower or any of Borrower's account debtors (such checks, instruments or other payment items being collectively called "Checks") prior to Administrative Agent's receipt of the Payoff Amount, but that Administrative Agent has not yet received full and final credit or payment therefor, (ii) after Administrative Agent's receipt of the Payoff Amount, Administrative Agent will wire all cash proceeds received by it (which may be in the form of ACH transfers and Checks deposited into an account held by Administrative Agent) to Borrower, in accordance with the terms hereof, and such wires will be sent to Borrower prior to such ACH Transfers and Checks having been finally settled by the payor bank and shall be subject to dishonor and return and (iii) Administrative Agent and Lenders reserve all of their rights with respect to all such ACH transfers and Checks described in (i) and (ii) above which may be dishonored or returned for nonpayment or for any bank charges and other fees, costs and expenses paid or incurred by Administrative Agent that arise as a result of such dishonor or return (all such dishonored or returned ACH transfers and Checks are herein collectively called "Returned Items" and all such charges, fees, costs and expenses related to any such Returned Items are herein collectively called "Returned Item Charges"). Additionally, Administrative Agent and Lenders hereby reserve all their rights in respect of any and all costs fees and expenses (including, without limitation reasonable attorneys' fees) due and payable to Administrative Agent and/or Lender under the Loan Agreements. **Borrower hereby indemnifies and agrees to reimburse and pay to Administrative Agent (for the benefit of itself and the Lenders), promptly after Administrative Agent's demand therefor and in immediately available funds, the full amount of any Returned Items plus an Returned Item Charges relating thereto and for any and all cost, fees and expenses (including, without limitation, reasonable attorneys' fees) due and payable to Administrative Agent and/or any Lender under the Loan Agreements.**

The Payoff Amount must be received in the account number set forth below in immediately available funds, according to the following instructions:

Sterling National Bank
Montebello, NY
ABA Routing No.: 221 970 443
Account No.: 6700044124
Account Name: Sterling National Bank
Reference: **Decisive Communications**

Upon Administrative Agent's receipt of the Payoff Amount, in immediately available funds on or before the Payment Time:

- (a) (i) all Obligations owing by Borrower under the Loan Agreements, except for the undertakings under this agreement, and reimbursement and indemnity obligations under the other Loan Documents which by their terms expressly survive termination of the Loan Agreements, shall be deemed repaid in full, (ii) The Loan Agreements, Loan Documents, and each credit facility extended by the Administrative Agent hereunder each shall automatically be terminated and of no further force or effect, except those provisions that expressly survive such termination in accordance with the terms thereof, (iii) all liens and security interests securing the Obligations shall be automatically fully satisfied, released and terminated and (iv) the Loans and Commitments shall be deemed terminated;
- (b) the Administrative Agent agrees that (i) at Borrower's sole cost and expense, Administrative Agent will take such further actions to execute and deliver such other documents and agreements (other than UCC-3 terminations as reasonably may be requested by Borrower or its agents, representatives, or designees from time to time to further evidence the full payment and termination of the Obligations and the release of any Collateral securing the Obligations; (ii) Borrower shall be authorized to file, at Borrower's sole cost and

expense, releases of the UCC-1 financing statements as well as all other financing statements filed by Administrative Agent with respect to Borrower; (iii) at Borrower's sole cost and expense, the Administrative Agent will deliver to Borrower, or its heir designee, all possessory Collateral, if any, held by it; and (iv) at Borrower's sole cost and expense, the Administrative Agent will execute such documents to terminate any depository account control agreements; and

- (c) Borrower and its assignees, participants, officers, directors, members, affiliates, advisors, attorneys, agents and employees shall be released and discharged from any duty, liability, obligation, demand, cause of action, agreement or claim (if any) of any nature whatsoever arising under, or in connection with, the Obligations or any instrument, document, or transaction directly arising thereunder or directly related thereof, except (i) those provided by this Agreement and (ii) those provided by the Loan Documents that expressly survive termination, which in each case shall remain in full force and effect.

Administrative Agent agrees that, to the extent it receives cash proceeds on Borrower's behalf prior to 12:00 noon (Dallas time) at any time following the payoff referenced in this letter; it shall wire such proceeds, less \$35 wire expenses, to Borrower. Any such cash proceeds received after 12:00 noon (Dallas time) will be wired, less \$35 wire expenses, the following business day. All cash proceeds referenced in this paragraph will be wired to the following account:

First National Bank of Pennsylvania

Hermitage, PA

ABA Routing No.: 043318092

Account No.: 95123443

Account Name: Decisive Communications, Inc.

Borrower, on behalf of itself and, as applicable, Borrower's predecessors, successors, successors-in-interest, partners, members, shareholders, managers, directors, officers, heirs, beneficiaries, agents and assigns (each, a "Releasing Person" and collectively, the "Releasing Persons"): (i) does hereby forever RELEASE, ACQUIT, REMISE and FOREVER DISCHARGE each Lender Party and their respective Affiliates, Equity Interest owners, present and former officers, directors, stockholders, members, managers, employees, attorneys, agents and other representatives, and the respective predecessors, successors, successors-in-interest, assigns, heirs, and representatives of each of the foregoing (each, a "Releasee" and collectively, the "Releasees") from any and all actions, causes of action, counterclaims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, rights, claims, demands, liabilities, losses, rights to reimbursement, subrogation, indemnification or other payment, costs or expenses, and reasonable attorneys' fees, whether in law or in equity, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, and whether representing a past, present or future obligation of the Releasees, or any of them, that any of the Releasing Persons ever had from the beginning of time, may have or hereafter can, may or shall have against the Releasees, or any of them, which have arisen or accrued prior to or as of the date of this letter agreement, in each case to the extent in any way relating to or arising out of or in connection with: (a) any of the Obligations or the Loan Documents; (b) any of the transactions consummated under any of the Loan Documents; (c) the making of any Loan or the use of the proceeds thereof; (d) the Collateral; (e) the exercise by any Lender Party of any right or remedy under or with respect to the Loan Documents, the Obligations, or the Collateral; (f) the conduct of the relationship between or among any one or more of the Lender Parties and Credit Parties (or any one or more of them); (g) fraud, dominion, control, alter ego, instrumentality, misrepresentation, NEGLIGENT MISREPRESENTATION, duress, coercion, undue influence, interference, NEGLIGENCE OR GROSS NEGLIGENCE, business interruption or lost profits, slander, libel or damage to reputation; (h) estoppel, promissory estoppel or waiver; (i) usury or penalty or damages therefor, from any advances or loans, or from the contracting for, charging, taking, reserving, collecting or receiving interest in excess of the highest lawful rate; (j) intentional or negligent infliction of mental distress, tortious interference with contractual relations, tortious interference with governance or prospective business advantage, or mistake; (k) any

TRADEMARK

REEL: 006757 FRAME: 0593

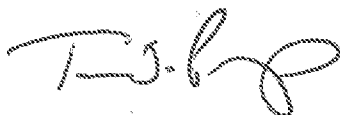
act, failure to act, event, omission, transfer, payment or transaction occurring on or prior to the date of this letter agreement; (l) any fee, penalty or payment charged or paid under or in connection with the Loan Documents or this letter agreement; (m) the early termination fee or prepayment penalty charged or paid pursuant to Section [4.5 / 5.5] of the Loan Agreement; or (n) the negotiation of this letter agreement and any Loan Documents (each a "Claim" and collectively, "Claims") and (ii) does hereby agree and covenant not to assert or prosecute against any or all of the Releasees any Claims. Notwithstanding the foregoing, nothing in this paragraph shall be construed to constitute a release of or otherwise apply to, or a covenant not to sue in respect of, any Claims for breach of any express obligation of Administrative Agent under this letter agreement arising after the date of this letter agreement.

This Letter Agreement supersedes any and all of our prior discussions and correspondence regarding the Payoff Amount. THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

IN WITNESS WHEREOF, the parties have duly executed and delivered the Letter Agreement as of the date first above written.

Sincerely,

STERLING BUSINESS CREDIT, LLC
as Administrative Agent



Tanner J. Pump
First Vice President

Acknowledged and Agreed:

Decisive Communications, Inc.

By: _____
Its: