

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM619794

<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>
CIBC BANK USA		01/11/2021	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PRO-VIGIL, INC.		
<b>Street Address:</b>	315 E. 5th Street		
<b>City:</b>	Odessa		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	79761		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3697527	PRO VIGIL PROVIDING PROACTIVE PROTECTION	
<b>Registration Number:</b>	3919451	PRO VIGIL	
<b>Registration Number:</b>	3919452	PRO VIGIL	
<b>Registration Number:</b>	3931125	HUMANALYTICS	
<b>Registration Number:</b>	3870889	VGS VIRTUAL GUARD STATION	
<b>Registration Number:</b>	4880864	PRO-VIGIL	
<b>Registration Number:</b>	5010825	VGS VIRTUAL GUARD STATION	
<b>Registration Number:</b>	4996163		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>	216-586-3939		
<b>Email:</b>	tsinger@jonesday.com, pcyngier@jonesday.com		
<b>Correspondent Name:</b>	Tyler D. Singer/Jones Day		
<b>Address Line 1:</b>	901 Lakeside Avene		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-1190		
<b>ATTORNEY DOCKET NUMBER:</b>	560255-042002		
<b>NAME OF SUBMITTER:</b>	Tyler D. Singer		

CH \$215.00 3697527

<b>SIGNATURE:</b>	/Tyler D. Singer/
<b>DATE SIGNED:</b>	01/12/2021
<b>Total Attachments: 4</b> source=02 Termination and Release of CIBC Security Interest in IP (Pro-Vigil 2020)#page1.tif source=02 Termination and Release of CIBC Security Interest in IP (Pro-Vigil 2020)#page2.tif source=02 Termination and Release of CIBC Security Interest in IP (Pro-Vigil 2020)#page3.tif source=02 Termination and Release of CIBC Security Interest in IP (Pro-Vigil 2020)#page4.tif	

## **TERMINATION AND RELEASE OF SECURITY INTEREST TRADEMARKS**

This Termination and Release of Security Interest in Trademarks ("Release") is made this 11th day of January, 2021, by CIBC BANK USA, as administrative agent for certain lenders ("Administrative Agent"), in favor of PRO-VIGIL, INC., a Texas corporation (the "Grantor").

WHEREAS, Grantor has entered into a Guaranty and Collateral Agreement (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Collateral Agreement") dated as of December 8, 2017 by and among Grantor, certain other loan parties from time to time party thereto, Administrative Agent for certain Lenders (as defined in the Collateral Agreement) (the "Administrative Agent"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor has granted to Administrative Agent for the benefit of the Lenders a continuing security interest in all right, title and interest of Grantor in, to and under the trademarks and service marks set forth on **Exhibit A** attached hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Collateral Agreement).

WHEREAS, the Acknowledgement of Security Interest in Trademarks (the "Acknowledgement of Security Interest") made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor was recorded with the United States Patent and Trademark Office ("USPTO") on December 20, 2017 at Reel/Frame 6234/0547 with respect to the Trademarks;

WHEREAS, the Grantor's Secured Obligations under the Collateral Agreement have been satisfied in full and the security interest granted to Administrative Agent pursuant the Collateral Agreement has been released by Administrative Agent;

WHEREAS, the Administrative Agent on behalf of the Lenders has the requisite power and authority to release and discharge its security interest in and to the Collateral; and

WHEREAS, the parties desire to confirm and evidence the termination and release of the security interest in, to and under the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of itself, the Lenders and their successors, legal representatives and assigns, hereby unconditionally, irrevocably and absolutely (i) terminates the Acknowledgement of Security Interest and all grants made by Grantor therein, (ii) assigns to Grantor, without any representation, warranty, or

recourse whatsoever, all of Administrative Agent's right, title and interest (if any) in and to the Trademarks and (iii) terminates, cancels, releases and forever discharges any and all security interests it holds in, to and under the Collateral.


The Administrative Agent shall take all further reasonable actions, and provide to Grantor or its successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release, in each case, at Grantor's expense. By this instrument, the Administrative Agent authorizes and requests Grantor to record this Release with the USPTO.

This Release shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]


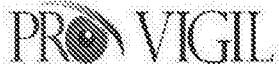




IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by their respective duly authorized representative as of the date first above written.

**CIBC BANK USA, as Administrative Agent**

By:   
Name: Jennifer Holloway  
Title: Managing Director

**EXHIBIT A**

Trademarks

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Pro-Vigil, Inc.	PRO VIGIL PROVIDING PROACTIVE PROTECTION WWW.PRO-VIGIL.COM 	77/420,255	3697527	03/12/08	10/20/09
Pro-Vigil, Inc.	PRO VIGIL 	85/071,544	3919451	06/25/10	02/15/11
Pro-Vigil, Inc.	PRO VIGIL	85/071,555	3919452	06/25/10	02/15/11
Pro-Vigil, Inc.	HUMANALYTICS	85/096,276	3931125	07/29/10	03/15/11
Pro-Vigil, Inc.	VGS VIRTUAL GUARD STATION 	77/451,627	3870889	04/18/08	11/02/10
Pro-Vigil, Inc.	PRO-VIGIL 	86/643977	4880864	05/28/15	01/05/16
Pro-Vigil, Inc.	VGS VIRTUAL GUARD STATION 	86/645204	5010825	05/29/15	08/02/16
Pro-Vigil, Inc.		86/645,172	4996163	05/29/15	07/12/16