

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728693

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900676841		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIBC Bank USA		02/10/2022	Chartered Bank: ILLINOIS
RECEIVING PARTY DATA			
Name:	MATSON ALARM CO., INC.		
Street Address:	581 W. Fallbrook Ave.		
City:	Fresno		
State/Country:	CALIFORNIA		
Postal Code:	93711		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4117148	MATSON ALARM	
Registration Number:	4220190	MATSON ALARM	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	843-534-4302		
Email:	ipdocket@nelsonmullins.com,lynae.watts@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	301 South College Street		
Address Line 2:	Suite 2300, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	048849/09090		
NAME OF SUBMITTER:	John C. McElwaine		
SIGNATURE:	/John C. McElwaine/		
DATE SIGNED:	05/18/2022		
Total Attachments: 8			
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CIBC Bank USA
120 S. LaSalle Street
Chicago, Illinois 60603
Tel: 312 564-2000

February 10, 2022

Matson Alarm Co., Inc
581 W Fallbrook Ave.,
Fresno, CA

Facility# 102578 Loan# 317477 and 317483

Payoff Date: 2/15/2022

Ladies and Gentlemen:

Reference is made to (i) the loan agreement and/or note (the "Credit Agreement") that governs the above referenced loan from CIBC Bank USA (in such capacity, "Lender") to **Matson Alarm Co., Inc** ("Borrower") **First Response Monitoring Center, Inc** ("Borrower") and (ii) all guaranties, security agreements, mortgages, subordination agreements, intercreditor agreements, pledge agreements, deposit account control agreements, notes and other documents and instruments relating thereto (together with the Credit Agreement, collectively, the "Credit Documents"). For the avoidance of doubt, with the exception of deposit account control agreements, "Credit Documents" does not include any documents evidencing or governing the terms of (a) deposit accounts, (b) cash management services, including, without limitation, controlled disbursement, lockbox, electronic funds transfers (including, without limitation, book transfers, fedwire transfers, ACH transfers), online reporting and other services, (c) debit cards and credit cards or (d) any swap, collar, cap, future, forward or derivative transaction, whether exchange-traded, over-the-counter or otherwise, including any involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments, any economic, financial or pricing index or basis, or any similar transaction, including any option with respect to any of these transactions and any combination of these transactions, in each case of (a)-(d), maintained with or provided by CIBC Bank USA or any of its affiliates.

Lender understands that as of the Payoff Effective Time (as hereinafter defined), Borrower expects to repay in full all obligations and liabilities of Borrower to Lender under or in respect of the Credit Agreement and other Credit Documents and that such repayment may be made, in whole or in part, from the proceeds of a loan from another financial institution ("New Lender"). Assuming no additional loans, letters of credit or other advances are made or repaid for the benefit of Borrower and no other additional principal obligations are incurred or paid by Borrower after issuance of this letter and on or before the Payoff Date under the Credit Agreement or other Credit Documents, upon Lender's receipt on or before 1:00 p.m. (Chicago Time) on **2/15/2022** (the "Payoff Date") of (i) a federal funds wire transfer in the amount of the Payoff Amount (as defined on Schedule A hereto), which amount represents the obligations outstanding under the Credit Documents, and (ii) a counterpart signature to this letter signed by Borrower (the time at which all of the foregoing conditions shall first be satisfied is herein referred to as the "Payoff Effective Time"). Lender acknowledges and agrees that (1) all outstanding indebtedness (including, without limitation, for principal, interest and fees) and other obligations of the Borrower, guarantors or co-obligors under or relating to the Credit Documents shall be paid and satisfied in full and discharged, terminated and released, (2) all security interests and other liens granted to or



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held by Lender in any all of the assets and property of Borrower and any guarantors or co-obligors that provide security in respect of the Credit Documents (the "Property") shall be automatically terminated, released and discharged without the necessity of any further action by Lender or any other party, (3) the Credit Documents shall terminate and be of no further force or effect and (4) Borrower, or the New Lender at the direction of Borrower, may file such Uniform Commercial Code termination statements with respect to financing statements on record as of the date hereof naming Borrower and any guarantors or co-obligors in respect of the Credit Documents as debtor and Lender as secured party and any other termination and lien release documents as are necessary or desirable to evidence the termination of the liens set forth in clause (2) above. Upon the Payoff Effective Time, Lender further agrees to deliver to Borrower any original stock certificates and other instruments in Lender's possession and to take all reasonable additional steps requested by New Lender or Borrower as may be necessary to release its security interests in the Property. Borrower agrees to pay Lender for all out-of-pocket costs and expenses incurred by Lender in connection with the matters referred to in the previous sentence, and acknowledges that Lender's execution of and/or delivery of any documents releasing any security interest or claim in any property of Borrower and any guarantors or co-obligors in respect of the Credit Documents as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Lender as to Lender's rights in any collateral security for amounts owing under the Credit Documents, the condition or value of any collateral, or any other matter. The Payoff Amount is valid for 10 days from the date of this letter, but must be confirmed by telephone or email on the Payoff Date.

The parties hereto agree that (i) the rights and remedies of Lender with respect to any representation and warranty made by Borrower and its affiliates pursuant to the Credit Agreement or any other Credit Document, and the reimbursement, indemnification obligations and exculpation provisions contained in the Credit Agreement and other Credit Documents shall be continuing and shall survive any termination of the Credit Agreement and the other Credit Documents, (ii) notwithstanding anything to the contrary contained herein, any security interests, liens or other encumbrances encumbering only deposit accounts, deposits or other funds maintained with CIBC Bank USA or any of its affiliates (including the right to set-off) that are within the general parameters customary in the banking industry arising as a matter of law shall not be affected by the terms of this letter and (iii) if any payment to Lender in connection with the Credit Agreement or the other Credit Documents shall be returned by Lender, in whole or in part, in any bankruptcy, insolvency or similar proceeding, then the liability for such payment and the applicable provisions of the Credit Agreement and the other Credit Documents shall be reinstated.

Borrower hereby confirms that the commitments of Lender to make Loans, issue letters of credit or make any other advance under the Credit Documents are terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, Lender shall not have any further obligation to make Loans to, issue letters of credit on behalf of or make other advances to Borrower or to renew, extend or amend any existing letter of credit. Borrower further confirms that as of the Payoff Effective Time no letters of credit issued by Lender for which Borrower or any of its affiliates were the applicant will be outstanding and no swap, collar, cap, future, forward or derivative transactions, including any involving interest rates or currencies, which Borrower or any of its affiliates, on the one side, and Lender or any of its affiliates, on the



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other, are counterparties will exist. If the immediately preceding confirmation is not accurate, Lender reserves the right to maintain its security interests in the Property.

In addition, Borrower, on behalf of itself and the other parties to the Credit Documents, agrees that, upon the Payoff Effective Time, Borrower and such other parties release Lender and its affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which Borrower or any such other party ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Credit Documents (other than obligations that arise under this Agreement).

This Agreement shall be governed by the internal laws of the State of Illinois. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties and Lender's undertakings herein are made solely for your benefit and may not be relied upon or enforced by any other person. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

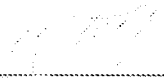
If you need additional information, please do not hesitate to contact us.

Thank you,




CIBC Bank USA
120 S. LaSalle Street
Chicago, Illinois 60603
Tel: 312 564-2000

CIBC Bank USA, as Lender

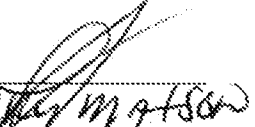
By: 
Name: Noy Matmanivong
Title: Managing Director

Acknowledged and Agreed:

Matson Alarm Co., Inc

By: 
Name: Larry Matson
Title: President

First Response Monitoring Center, Inc

By: 
Name: Larry Matson
Title: President

CIBC Bank USA, as Lender

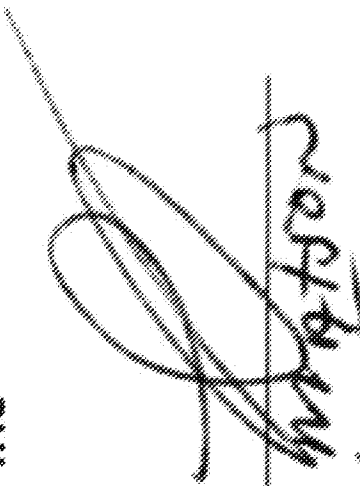

By: _____

Name: Noy Matmanivong

Title: Managing Director

Acknowledged and Agreed:

Matson Alarm Co., Inc


By: _____

Name: Larry Matson

Title: President

TRADEMARK

REEL: 007715 FRAME: 0457



CIBC Bank USA
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SCHEDULE A

PAYOFF AMOUNT

Facility# 102578 Loan# 317477 and 317483
 Payoff Date: 2/15/2022

Current Principal Balance		
Loan# 317477		\$0.00
Loan# 317483		\$6,519,675.99
Interest accrued to 2/15/2022 the payoff date		
Loan# 317477		\$0.00
Loan# 317483		\$8,828.73
Other Fees and Charges:		
Release Fee	\$0.00	Loan# 317477 \$0.00
Late Charges	\$0.00	Loan# 317483 \$679.13
Unpaid Loan Fees	\$0.00	Unused Line Fee \$34.45
Prepayment Fee	\$180,000.00	Per Diem Amount \$713.58
Unused Line Fee	\$1,584.65	
Legal Fees	\$0.00	
Other Fees and Expenses	\$0.00	
Total Other Fee and Charges:	\$181,584.65	
Total Amount Due to Lender:	\$6,710,089.37	

Payments received after 1:00 pm CST on the Payoff Date or on any date thereafter must include an additional **\$713.58** per day of interest and fees (the "Per Diem Amount"). The Total Amount Due to Lender plus any applicable Per Diem Amount is referred to in this letter as the "Payoff Amount".

Payments should be made to:

CIBC Bank USA
 Account Name: ACBS Loan Control
 Acct #150805001
 ABA Routing #071006486
 Reference: Matson Alarm Co., Inc & Facility# 102578 Loan# 317477 and 317483

Payments may also be made by cashier check sent via overnight mail or courier, but may not be credited to the Borrower's account on the date received, in which case Borrower will owe the relevant Per Diem Amount. Such checks should be sent to CIBC Bank USA, 70 West Madison, Suite 200, Chicago, IL 60602, Attn: Loan Payoffs