

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774758

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Release of Security Interest in Trademark Collateral

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Collateral Agent		12/14/2022	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Rave Wireless, Inc.
Street Address:	492 Old Connecticut Path
City:	Framingham
State/Country:	MASSACHUSETTS
Postal Code:	01701
Entity Type:	Corporation: DELAWARE
Name:	SwiftReach Networks, LLC
Street Address:	492 Old Connecticut Path
City:	Framingham
State/Country:	MASSACHUSETTS
Postal Code:	01701
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4237465	SMARTPREPARE
Registration Number:	4022563	SMART911
Registration Number:	5222435	RAPID NOTIFY
Registration Number:	5222573	RN RAPIDNOTIFY EMERGENCY NOTIFICATION WI
Registration Number:	3872817	WEBLAUNCH
Registration Number:	3026829	OPENBOX

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8004945225
 Email: ipteam@cogencyglobal.com
 Correspondent Name: JAY DASILVA

OP \$165.00 4237465

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1861467 TM

NAME OF SUBMITTER: Theresa Volano

SIGNATURE: /Theresa Volano/

DATE SIGNED: 12/16/2022

Total Attachments: 4

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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL

December 14, 2022

This Notice of Release of Security Interest in Trademark Collateral is made and effective as of December 14, 2022 (this “Release of Security Interest”) by Antares Capital LP, as collateral agent (in such capacity, the “Collateral Agent”), solely in its capacity as Collateral Agent for the lenders (the “Lenders”) from time to time party to (i) that certain Credit Agreement, dated as of May 7, 2019 (as amended by that certain Waiver and First Amendment to Credit Agreement, dated as of January 18, 2022 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”) by and among Rave Wireless, Inc., a Delaware corporation (the “Borrower”), Rave Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), the other Loan Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital LP, as administrative agent and collateral agent, (ii) that certain Security Agreement, dated as of May 7, 2019 (as supplemented on May 31, 2022 and as amended, restated, amended and restated, further supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Holdings, the Borrower, the other grantors from time to time party thereto, and the Collateral Agent and (iii) that certain Trademark Security Agreement, dated as of May 7, 2019 (the “Trademark Security Agreement” and together with the Security Agreement, the “Collateral Documents”).

WHEREAS, the Borrower and SwiftReach Networks, LLC, a Delaware limited liability company (“SwiftReach”, together with the Borrower, the “Grantors” and each, individually, a “Grantor”), own the trademarks listed on Schedule I attached hereto (“Trademarks”), which Trademarks are registered in the United States Patent and Trademark Office (the “Office”);

WHEREAS, pursuant to the Collateral Documents, each of the Grantors granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to the trademarks and trademark applications, including all goodwill associated therewith, listed on Schedule I hereto (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 7, 2019 at Reel/Frame 6639/0290; and

WHEREAS, pursuant to the Payoff Letter, dated as of December 14, 2022, by and among the Collateral Agent, the Borrower, Holdings and the other parties party thereto, the Borrower has requested and the Collateral Agent has agreed to procure, execute and deliver to the Borrower, at the expense of the Borrower, such documents confirming and carrying out the release and discharge of the Secured Parties’ Security Interest in the Trademark Collateral.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby agree as follows:

1. Release. As of the date first listed above, the Collateral Agent hereby (i) terminates, discharges, cancels and releases fully its Security Interests in and liens on the Trademark Collateral granted under the Collateral Documents and terminates the Trademark Security Agreement, and (ii) authorizes and requests the recordation of this Release of Security Interest, and any other filings necessary to evidence the termination, discharge, cancellation, and release of Collateral Agent’s rights

under the Collateral Documents, in each case with respect to the Trademark Collateral, with the Office at Grantor's expense.

2. Further Assurances. The Collateral Agent hereby agrees, at the Borrower's expense, to execute such instruments and to take such other actions as the Borrower may reasonably request to terminate and release the Collateral Agent's Security Interest in the relevant Trademark Collateral.

3. Governing Law. This Release of Security Interest and the transactions contemplated hereby and all disputes between the parties under or relating to this Release of Security Interest or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

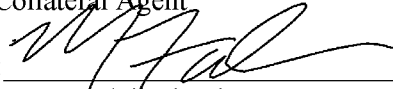
4. Definitions. Capitalized terms used herein and not defined shall have the meaning ascribed to such terms in the Collateral Documents or the Credit Agreement, as applicable.

5. Counterparts. This Release of Security Interest may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Release of Security Interest by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release of Security Interest.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest to be duly executed as of the date first listed above.

ANTARES CAPITAL LP,
as Collateral Agent

By: 
Name: Michael Falcon
Title: Duly Authorized Signatory

SCHEDULE I

Trademark Collateral

Owner of Record	Mark	Filing Date / Registration Date	Serial Number / Registration Number/ Jurisdiction
Rave Wireless, Inc.	SMARTPREPARE	April 3, 2012 November 6, 2012	85/587,339 4,237,465 United States
Rave Wireless, Inc.	SMART911	February 10, 2011 September 6, 2011	85/239,057 4,022,563 United States
Rave Wireless, Inc.	RAPID NOTIFY	November 3, 2016 June 13, 2017	87/224,542 5,222,435 United States
Rave Wireless, Inc.		November 4, 2016 June 13, 2017	87/226,127 5,222,573 United States
SwiftReach Networks, LLC	WEBLAUNCH	March 25, 2010 November 9, 2010	77/967,977 3,872,817 United States
SwiftReach Networks, LLC	OPENBOX	March 26, 2004 December 13, 2005	78/391,181 3,026,829 United States
Rave Wireless, Inc.	SMART911	August 2, 2011 August 6, 2014	1538065 TMA883487 Canada