

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453674

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HCP-FVF, LLC		12/07/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	NUMEREX CORP.
Street Address:	400 Interstate North Parkway
Internal Address:	Suite 1350
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	Corporation: PENNSYLVANIA
Name:	OMNILINK SYSTEMS INC.
Street Address:	400 Interstate North Parkway
Internal Address:	Suite 1350
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	Corporation: DELAWARE
Name:	UPLINK SECURITY, LLC
Street Address:	400 Interstate North Parkway
Internal Address:	Suite 1350
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	Limited Liability Company: GEORGIA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3906542	
Registration Number:	4378893	AVIDWIRELESS
Registration Number:	2858718	FASTRACK
Registration Number:	3545293	FOCALPOINT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4784209	NEXTALARM
Registration Number:	3249281	NEXTALARM.COM
Registration Number:	3244717	NEXTALARM.COM THE BROADBAND ALARM COMPAN
Registration Number:	3736251	NUMEREX
Registration Number:	4488845	NUMEREX SATELLITE FLEX
Registration Number:	3156898	OMNILINK
Registration Number:	4680617	SMART DATA DELIVERED
Registration Number:	3175728	THE BROADBAND ALARM COMPANY
Registration Number:	3279435	UPLINK
Registration Number:	4013326	UPLINK
Registration Number:	4683816	UPLINK
Registration Number:	3932829	ACCELAVIEW
Registration Number:	3675590	MACHINES TRUST US
Registration Number:	3906634	NUMEREX FAST
Registration Number:	3840747	NUMEREX DNA DEVICE · NETWORK · APPLICATI
Registration Number:	3333730	V-NOTIFY
Registration Number:	3403769	E-NOTIFY
Registration Number:	3264104	ORBITRAX
Registration Number:	2004693	CELLEMETRY
Registration Number:	1941980	DCX
Registration Number:	1937727	DERIVED CHANNEL MULTIPLEX
Registration Number:	4677682	UPLINK REMOTE
Registration Number:	4546091	UPLINK GPS
Serial Number:	86740980	MYSHIELD

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 212-735-2811

Email: mrribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 117420/8

NAME OF SUBMITTER: Jenna S. Cantor

SIGNATURE: /s Jenna S. Cantor /s

DATE SIGNED: 12/07/2017

Total Attachments: 6

source=Termination of Security Interest in Trademarks#page1.tif

source=Termination of Security Interest in Trademarks#page2.tif

source=Termination of Security Interest in Trademarks#page3.tif

source=Termination of Security Interest in Trademarks#page4.tif

source=Termination of Security Interest in Trademarks#page5.tif

source=Termination of Security Interest in Trademarks#page6.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTERESTS IN TRADEMARKS (the “Release”), dated as of December 7, 2017, is made by HCP-FVF, LLC, a Delaware limited liability company, as collateral agent for itself and the Purchasers (as defined in the Note Purchase Agreement, defined below) (the “Collateral Agent”), in favor of NUMEREX CORP. (“Borrower”), a Pennsylvania corporation, OMNILINK SYSTEMS INC., a Delaware corporation and UPLINK SECURITY, LLC, a Georgia limited liability company (each individually, a “Grantor” and collectively, the “Grantors”).

WHEREAS, Borrower, the various Guarantors (as defined therein) from time to time party thereto, the Collateral Agent and each Purchaser party thereto entered into that certain Note Purchase Agreement, dated as of June 7, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Note Purchase Agreement.

WHEREAS, the Grantors, among others, have executed and delivered in favor of the Purchasers and the Collateral Agent that certain Guaranty and Collateral Agreement, dated as of June 7, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor granted to the Collateral Agent, for the ratable benefit of the Purchasers and the Collateral Agent, a continuing security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following (the “Trademark Collateral”):

(1) the trademark and service mark registrations and applications set forth on Schedule A attached hereto, together with the goodwill symbolized thereby (collectively, the “Trademarks”);

(2) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(3) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(4) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing), pursuant to, among other things, that certain Intellectual Property Security Agreement, dated as of June 7, 2017 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the

“Agreement”), which was filed at the United States Patent and Trademark Office on June 8, 2017 and recorded on Reel 6079, Frame 0350.

WHEREAS, the Collateral Agent has agreed to terminate the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

SECTION 1. Termination and Release. The Collateral Agent hereby terminates, releases, discharges, waives and relinquishes fully, without representation, warranty or recourse of any kind, its security interest in and to the Trademark Collateral, and reassigns and transfers to the Grantors any and all right, title and interest in the Trademark Collateral that the Collateral Agent may have in the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule A attached hereto.

SECTION 2. Recordation. The Collateral Agent authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this Release.

SECTION 3. Execution in Counterparts. This Release may be executed in any number of 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.

SECTION 4. Further Assurances. The Collateral Agent agrees that, upon the reasonable request of the Grantors, and at the Grantors’ sole cost and expense, the Collateral Agent will execute any document, cause to be made any filing or take any other action that the Grantors (or their respective agents or designees) reasonably request, to confirm this Release and the Grantors’ right, title and interest in the Trademark Collateral.

SECTION 5. Governing Law. This Release shall be governed by, construed in accordance with, and enforced under, the laws of the State of New York, without regard to the principles of conflicts of law of such state that would require the application of the law of another jurisdiction.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Collateral Agent, has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HCP-FVF, LLC, as Collateral Agent

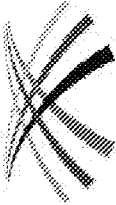


By: _____

Name: Martin M. Hale, Jr.

Title: Managing Member

SCHEDULE A
TRADEMARKS

MARK	COUNTRY	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	STATUS CODE	OWNER
	United States	77894440	12/16/2009	3906542	1/18/2011	REGISTERED	Numerex Corp.
AVIDWIRELESS	United States	85721098	9/5/2012	4378893	8/6/2013	REGISTERED	Numerex Corp.
FASTRACK	United States	78047504	2/9/2001	2858718	6/29/2004	REGISTERED	Numerex Corp.
FOCALPOINT	United States	78873454	5/1/2006	3545293	12/9/2008	REGISTERED	Omnalink Systems Inc.
MYSHIELD	United States	86740980	8/28/2015			PENDING	Numerex Corp.
NEXTALARM	United States	86187648	2/7/2014	4784209	8/4/2015	REGISTERED	Numerex Corp.
NEXTALARM.COM	United States	78885124	5/16/2006	3249281	6/5/2007	REGISTERED	Numerex Corp.
NEXTALARM.COM THE BROADBAND ALARM COMPANY	United States	78929909	7/14/2006	3244717	5/22/2007	REGISTERED	Numerex Corp.

NUMEREX	United States	77710898	4/9/2009	3736251	1/12/2010	REGISTERED	Numerex Corp.
NUMEREX SATELLITE FLEX	United States	85385958	8/1/2011	4488845	2/25/2014	REGISTERED	Numerex Corp.
OMNILINK	United States	78626004	5/9/2005	3156898	10/17/2006	REGISTERED	Omnalink Systems Inc.
SMART DATA DELIVERED	United States	86112013	11/6/2013	4680617	2/3/2015	REGISTERED	Numerex Corp.
THE BROADBAND ALARM COMPANY	United States	78785181	1/4/2006	3175728	11/21/2006	REGISTERED	Numerex Corp.
UPLINK	United States	78691601	8/12/2005	3279435	8/14/2007	REGISTERED	Uplink Security, LLC
UPLINK	United States	78106931	2/5/2002	4013326	8/16/2011	REGISTERED	Uplink Security, LLC
UPLINK	United States	86190829	2/11/2014	4683816	2/10/2015	REGISTERED	Uplink Security, LLC
ACCELAVIEW	United States	85040167	5/17/2010	3932829	3/15/2011	REGISTERED	Numerex Corp.
MACHINES TRUST US	United States	77592395	10/14/2008	3675590	9/1/009	REGISTERED	Numerex Corp.
NUMEREX FAST	United States	77920341	1/26/2010	3906634	1/18/2011	REGISTERED	Numerex Corp.
NUMEREX DNA DEVICE NETWORK APPLICATION	United States	77917829	1/22/2010	3840747	8/31/2010	REGISTERED	Numerex Corp.

V-NOTIFY	United States	77084419	1/17/2007	3333730	11/13/2007	REGISTERED	Numerex Corp.
E-NOTIFY	United States	77084414	1/17/2007	3403769	3/25/2008	REGISTERED	Numerex Corp.
ORBITRAX	United States	77004275	9/21/2006	3264104	7/17/2007	REGISTERED	Numerex Corp.
CELLEMETRY	United States	74493789	2/23/1994	2004693	10/1/1996	REGISTERED	Numerex Corp.
DCX	United States	74437904	9/20/1993	1941980	12/19/1995	REGISTERED	Numerex Corp.
DERIVED CHANNEL MULTIPLEX	United States	74437859	9/20/1993	1937727	11/28/1995	REGISTERED	Numerex Corp.
UPLINK REMOTE	United States	86187670	2/7/2014	4677682	1/27/2015	REGISTERED	Uplink Security, LLC
UPLINK GPS	United States	85818059	1/8/2013	4546091	6/10/2014	REGISTERED	Uplink Security, LLC

TRADEMARK

REEL: 006223 FRAME: 0389

RECORDED: 12/07/2017