# CH \$415.00 326751

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM479888

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation, as Administrative Agent		06/22/2018	Corporation: MARYLAND

### **RECEIVING PARTY DATA**

Name:	Tiburon, Inc.
Street Address:	9477 Waples Street, Suite 100
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	Corporation: VIRGINIA
Name:	TriTech Software Systems
Street Address:	9477 Waples Street, Suite 100
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	Corporation: DELAWARE
Name:	Law Enforcement Technology Group, LLC
Street Address:	9477 Waples Street, Suite 100
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	Limited Liability Company: MINNESOTA

### **PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	3267515	CRIMEVIEW
Registration Number:	4152537	DISPATCHNOW
Registration Number:	4187361	DISPATCHNOW
Registration Number:	4020455	IQRESPONSE
Registration Number:	3259339	LETG
Registration Number:	4363113	NEARME
Registration Number:	2466751	PUBLIC SAFETY SUITE
	•	TRADEMARK

900456373 REEL: 006366 FRAME: 0966

Property Type	Number	Word Mark
Registration Number:	2039860	TIBURON
Registration Number:	2080645	TIBURON
Registration Number:	3135912	TOTAL ENFORCEMENT
Registration Number:	4023832	TOTALCOMMAND
Registration Number:	3285634	TRITECH
Registration Number:	3285635	TRITECH SOFTWARE THAT SAVES LIVES
Registration Number:	2479984	VISIONAIR
Registration Number:	1988496	
Registration Number:	1999513	

### CORRESPONDENCE DATA

**Fax Number:** 6173417701

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:** 617-951-8132

Email: linda.salera@morganlewis.com
Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	06/28/2018

### **Total Attachments: 5**

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of June 22, 2018, is made by ARES CAPITAL CORPORATION, as collateral agent (in such capacity the "Administrative Agent"), to TIBURON, INC., a Virginia corporation, TRITECH SOFTWARE SYSTEMS, a Delaware corporation, LAW ENFORCEMENT TECHNOLOGY GROUP, LLC, a Minnesota limited liability company (each, a "Grantor" and together, the "Grantors"). Capitalized terms used in this Release and not otherwise defined herein have the meanings specified (including by reference) in the Administrative Agreement (as defined below).

**WHEREAS**, the Grantors, the other grantors party thereto and the Administrative Agent entered into that certain First Lien Collateral Agreement, dated as of April 17, 2017 (as amended, supplemented, or otherwise modified from time to time, the "<u>Collateral Agreement</u>"), pursuant to which the Grantors entered into that certain First Lien Trademark Security Agreement, dated as of April 17, 2017, in favor of the Administrative Agent (the "<u>Trademark Security Agreement</u>");

**WHEREAS,** the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office (the "<u>USPTO</u>") on April 18, 2018 at Reel 6036, Frame 0422; and

WHEREAS, pursuant to Collateral Agreement and the Trademark Security Agreement, each Grantor granted to the Administrative Agent, for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule A attached hereto, (b) all of the goodwill of Grantors' business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or thereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the "Trademark Collateral"); and

**WHEREAS**, the Administrative Agent has agreed to terminate and release its security interest in all of the Trademark Collateral, including, without limitation, the Trademarks identified on Schedule  $\underline{\mathbf{A}}$  attached hereto, and to provide a document suitable for recording in the USPTO evidencing and effecting the termination, release, relinquishment, discharge and reassignment of its security interest in the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration , the receipt of which is hereby acknowledged, the Administrative Agent, on behalf of the Secured Parties, does hereby, in each case, without recourse, representation or warranty of any kind whatsoever:

- 1. (a) terminate and relinquish the liens and security interest created under the Collateral Agreement and the Trademark Security Agreement in the Trademark Collateral, (b) release its security interest in the Trademark Collateral, and (c) discharge and reassign to the Grantors, as applicable, any and all rights, title and interest the Administrative Agent and/or any of the Secured Parties may have in, to or under the Trademark Collateral;
- **2.** Agree to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest

TRADEMARK REEL: 006366 FRAME: 0968 and the other matters contemplated hereby; and

**3.** Authorize the Grantors, Antares Capital LP, or any of their authorized agents to file this Release with the USPTO and request that the Commissioner for Trademarks of the USPTO and any other applicable government officer or relevant governmental authority record this Release.

This Release and the rights and obligations hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release of Security Interest in Trademark Rights to be duly executed as of the date first set forth above.

ARES CAPITAL CORPORATION, as

Administrative Agent

By: Name:

Title:

Mitchell Goldstein Authorized Signatory

SCHEDULE A
TRADEMARK REGISTRATIONS AND APPLICATIONS

	TIBURON	TIBURON	PUBLIC SAFETY SUITE	NEARME	LETG	IQRESPONSE	DISPATCHNOW	DISPATCHNOW	CRIMEVIEW	
3135912	2080645	2039860	2466751	4363113	3259339	4020455	4187361	4152537	3267515	Registration Number
US	US	SU	US	US	US	US	US	US	US	Jurisdiction
Registered	Renewed	Renewed	Renewed	Registered	Registered	Registered	Registered	Registered	Registered	Status
Tiburon, Inc.	Tiburon, Inc.	Tiburon, Inc.	Tritech Software Systems	Tritech Software Systems, Inc.	Law Enforcement Technology Group, LLC	Tiburon, Inc.	Tiburon, Inc.	Tiburon, Inc.	Tritech Software Systems, Inc.	Record Owner

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TOTAL ENFORCEMENT and DESIGN  TOTALCOMMAND  4023832	US	Registered	Tiburon, Inc.
	US	Registered	Tiburon, Inc.
TRITECH 3285634	US	Registered	Tritech Software Systems
TRITECH SOFTWARE THAT SAVES LIVES 3285635	US	Registered	Tritech Software Systems
VISIONAIR 2479984	US	Renewed	Tritech Software Systems
1988496	US	Renewed	Tiburon, Inc.
Design Only			
1999513 Design Only	US	Renewed	Tiburon, Inc.

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**RECORDED: 06/28/2018**