

Form PTO-1595 (Rev. 01-09)
OMB No. 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ESSENTIAL SECURITY SOFTWARE, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): August 15, 2010

- ☒ Assignment ☐ Merger ☐ Change of Name
☐ Security Agreement ☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: ECFLP IP, LLC

Internal Address: _____

Street Address: _____

1111 W Mockingbird LN STE 815

City: Dallas

State: Texas

Country: United States of America Zip: 75247-5022

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

11/237,564

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Stanley R. Moore
WINSTEAD PC

Internal Address: Atty. Dkt.: 53510-P001US

Street Address: P.O. Box 50784

City: Dallas

State: TX Zip: 75201

Phone Number: (214) 745-5110

Fax Number: (214) 745-5390

Email Address: smoore@winstead.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 23-2426

Authorized User Name Stanley R. Moore

9. Signature:



Signature

July 29, 2011

Date

Stanley R. Moore - 26,958

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

10

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being transmitted by facsimile to the Patent and Trademark Office, facsimile no. (571) 273-0140, on the date shown below.

Dated: July 29, 2011

Signature

 (Brenda I. Brown)

SATISFACTION AND RELEASE AGREEMENT

This Satisfaction and Release Agreement (this "**Agreement**") is entered into as of August 15, 2010 (the "**Effective Date**") by and between Essential Security Software, Inc., a Texas corporation ("**Debtor**"), and ECFLP IP, LLC, a Texas limited liability company ("**Secured Party**").

RECITALS:

A. For valued received, Debtor issued to the Eric Chancellor Family Limited Partnership ("**ECFLP**") that certain Non-Revolver, Multiple Advance Promissory Note (the "**Note**") dated as of March 11, 2008, in the original principal amount of One Million Dollars (\$1,000,000), in connection with that certain Loan Agreement (so called herein) dated as of March 11, 2008 between Debtor and ECFLP;

B. To secure Debtor's obligations under the Note and the Loan Agreement, Debtor and ECFLP entered into that certain Second Lien Security Agreement dated as of March 11, 2008 (the "**Security Agreement**"), pursuant to which Debtor pledged to ECFLP a security interest in and to all of Debtor's inventories, equipment, furnishings, fixtures, accounts and notes receivable, intellectual property including Debtor's rights to the "Essential Taceo" software, and all other tangible and intangible property of Debtor then or thereafter existing, together with all rights, powers and privileges thereunder appertaining (collectively, the "**Collateral**");

C. ECFLP subsequently assigned to Secured Party all of its right, title and interest in and to the Note, the Loan Agreement and the Security Agreement;

D. Debtor is currently in default under the Note, the Loan Agreement and the Security Agreement; and

E. Debtor desires that Secured Party accept the Collateral in full satisfaction of Debtor's obligations under the Note, the Loan Agreement and the Security Agreement.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Representations and Warranties of Debtor. Debtor hereby represents and warrants to Secured Party as of the Effective Date that:

- (a) Pursuant to the terms of the Note, Debtor is indebted to Secured Party for unpaid principal and accrued interest through and including the Effective Date in the total amount of \$1,000,000.00 in addition to attorneys' fees and other costs of collection (the "**Debt**");

- (b) Debtor does not have any defense, setoff or counterclaim of any kind with respect to its obligations to Secured Party;
- (c) Debtor is in default of its obligations to Secured Party under the Note, the Loan Agreement and the Security Agreement;
- (d) Secured Party has a valid first priority security interest in and lien on the Collateral, and any security interest in any of the Collateral previously granted by Debtor to China Voice Holding Corporation has been fully extinguished prior to the Effective Date;
- (e) Debtor owns the Collateral free and clear of any lien, pledge charge, encumbrance or restriction of any kind or nature except pursuant to the Security Agreement;
- (f) The Collateral does not violate or infringe upon any patents, copyrights, trade secrets or other ownership, contractual, employment, confidentiality or intellectual property rights of any third party as of the Effective Date;
- (g) The Note, the Loan Agreement and the Security Agreement are valid and enforceable in accordance with their terms and are in full force and effect as of the Effective Date;
- (h) The acceptance of the Collateral in full satisfaction of the Debt is fair consideration and reasonably equivalent value for the Collateral;
- (i) After giving effect to the transactions contemplated by this Agreement, the sum of Debtor's assets, at a fair valuation, is greater than the sum of all of Debtor's debts including contingent liabilities;
- (j) Debtor is not engaged, nor does Debtor intend to engage, in a business or transaction for which the remaining assets of Debtor (after giving effect to the transactions contemplated by this Agreement) would be unreasonably small in relation to such business or transaction;
- (k) Debtor has not incurred, and does not intend to incur, debts or liabilities beyond Debtor's ability to pay as they become due;
- (l) Debtor is not entering into this transaction with the actual intent to hinder, delay or defraud any creditor;

- (m) No consent, waiver or approval of any third party is necessary for the execution, delivery and performance by Debtor of this Agreement and the transactions contemplated hereby;
- (n) There are no Proceedings (as defined below) in progress, pending, or threatened against or affecting the Collateral, or the transactions contemplated hereby, in any court or before any arbitration panel of any kind or before or by any Governmental Authority (as defined below). For purposes of this Agreement, "Proceeding" shall mean any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, judicial, or investigative, whether formal or informal, whether public or private) commenced, brought, conducted, or heard by or before, or otherwise involving any Governmental Authority or arbitrator; and "Governmental Authority" means any nation or government, any state, regional, local, or other political subdivision thereof, and any entity or official exercising executive, legislative, judicial (including courts), regulatory, or administrative functions of or pertaining to government;
- (o) The execution, delivery and performance of this Agreement will not result in a breach of or constitute a default under, or result in the imposition of, any lien, charge or encumbrance upon any property of Debtor pursuant to any agreement or instrument under which Debtor is a party or by which any of its properties (including, without limitation, the Collateral) may be bound or affected; and
- (p) This Agreement constitutes, and each of the documents required hereunder, when executed and delivered, will constitute the legal, valid and binding obligation of Debtor enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting the enforcement of creditors' rights generally and the application of general principles of equity and judicial discretion.

2. Waiver of Rights: Transfer, Assembly and Delivery. Debtor hereby consents to the acceptance by Secured Party of the Collateral in full satisfaction of the Debt and waives any and all further rights that Debtor may have in the Collateral, including, but not limited to, any rights Debtor may have to redeem the Collateral. Debtor hereby assigns, transfers and conveys to Secured Party all of its rights, title and interest in and to the Collateral, and all rights, claims and privileges pertaining thereto. Immediately upon the execution of this Agreement by both parties hereto, Debtor hereby agrees to (a) assemble and deliver all tangible Collateral to

Secured Party at Debtor's principal offices and (b) deliver to Secured Party an original executed counterpart to the Trademark Assignment in the form attached hereto as Exhibit A.

3. No Coercion. Debtor acknowledges that its consent hereunder is voluntary and that Debtor has freely entered this Agreement and has not been subject to pressure to make a hasty or uninformed decision to enter into this Agreement.

4. Further Assurances. Debtor hereby agrees to execute any other documents and take any actions reasonably requested by Secured Party to evidence the transactions contemplated by this Agreement or to evidence the transfer of ownership and title to the Collateral from Debtor to Secured Party, and to fully cooperate with Secured Party with respect to the transfer of the Collateral. The provisions of this Paragraph 4 shall survive the execution of this Agreement indefinitely.

5. Representations and Warranties of the Secured Party; Releases. Secured Party represents and warrants to Debtor as of the Effective Date that: (a) it is the sole owner of the Debt, and has not transferred or assigned any interest in the Debt to a third party; (b) it is in possession of the Note; (c) it is accepting the Collateral hereunder as payment in full on the Debt; (d) upon execution hereof, Secured Party releases Debtor from any liability under the Note, the Loan Agreement and the Security Agreement (provided, however, that such release does not apply with respect to Debtor's obligations hereunder); and (e) upon execution hereof, Secured Party shall return the original Note to Debtor, marked "Paid in Full." In addition, each of Debtor and Secured Party hereby releases the other party and its affiliates and their respective partners, officers, directors, managers, shareholders, members, employees, agents, attorneys, representatives, successors and assigns from any liability in connection with the transactions evidenced by the Note, the Loan Agreement and the Security Agreement, but excluding the obligations of the parties hereto pursuant to this Agreement.

6. Amendment; Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas as it applies to agreements between Texas residents, entered into and to be performed entirely within Texas and constitutes (together with any exhibits hereto) the entire agreement and supersedes all prior and contemporaneous written or oral agreements of the parties hereto with respect to the subject matter hereof, and no amendment or addition hereto shall be deemed effective unless agreed to in writing by both parties hereto. Venue for any action arising under this Agreement shall lie exclusively in the courts (federal or state) located in Dallas County, Texas. Each party hereto expressly hereby waives any objection based upon forum non conveniens with respect to such venue, and waives any and all rights to a trial by jury.

7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purposes and tenor and effect of this Agreement.

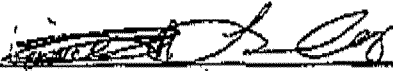
8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. Multiple Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile copies hereof shall be deemed originals. Facsimile copies hereof shall be deemed originals.

[Signature page follows.]

DEBTOR:

ESSENTIAL SECURITY SOFTWARE, INC.

By: 
Name: Laurence Ambros
Title: General Manager

SECURED PARTY:

ECFLP IP, LLC

By: The Eric Chancellor Family Limited Partnership, its
managing member

By: _____
Eric Chancellor, General Partner

EXHIBIT A TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") dated as of August __, 2010 ("Effective Date"), is made by and between Essential Security Software, Inc., a Texas corporation ("Assignor"), and ECFLP IP, LLC, a Texas limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into a Satisfaction and Release Agreement on even date herewith (the "Agreement"), pursuant to which Assignor has agreed to assign certain assets to Assignee.

NOW, THEREFORE, for good and valuable consideration, including the promises and covenants set forth in the Agreement, the parties agree as follows:

1. Definitions. Capitalized words used herein but not defined herein shall have the meanings set forth in the Agreement.

"Trademarks" shall mean the trademarks and trademark applications listed on the Attachment 1, as well as any other trademarks and trademark applications that claim priority therefrom, including, without limitation, any corresponding foreign trademarks and applications.

2. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of its rights, title and interest in and to the Trademarks, and all rights, claims and privileges pertaining thereto, including, without limitation, the right to sue and recover damages for past, present and future infringement thereof, and the right to prosecute applications for and maintain the Trademarks.

3. Further Assurances. Assignor shall take all actions requested by Assignee and reasonably necessary and execute any documents as may be reasonably requested by Assignee from time to time to fully vest or perfect in Assignee all right, title and interest in and to the Trademarks. Such actions shall include, without limitation, providing documents and information useful or necessary to prosecute any application to register any of the Trademarks, or to pursue or defend any administrative, court, or other legal proceeding involving any of the Trademarks.

4. Governing Law. This Trademark Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument and shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflicts of laws provisions thereof. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed as of the Effective Date.

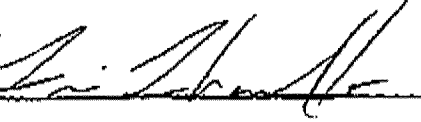
ASSIGNOR:
ESSENTIAL SECURITY SOFTWARE, INC.

ASSIGNEE:
ECFLP IP, LLC

By: 
Name: Laura Murray

By: The Eric Chancellor Family Limited Partnership, its managing member

By: 

Title: 

Eric Chancellor, General Partner

Attachment 1

Trademarks

Mark Name: TACEO
Country: United States
Serial No.: 78614076
Filing Date: April 21, 2005
Registration No.: 3131224
Registration Date: August 15, 2006

Mark Name: ESSENTIAL SECURITY SOFTWARE
Country: United States
Serial No.: 78376590
Filing Date: March 1, 2004
Registration No.: 3225541
Registration Date: April 3, 2007

Mark Name: ESSENTIAL SECURITY
Country: United States
Serial No.: 78336016
Filing Date: December 3, 2003
Registration No.: 3242844
Registration Date: May 15, 2007