

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as Collateral Agent		08/31/2012	CORPORATION:

**RECEIVING PARTY DATA**

Name:	TWCC Holding Corp.
Street Address:	300 Interstate North Parkway SE
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	CORPORATION: VIRGINIA

Name:	The Weather Channel, Inc.
Street Address:	300 Interstate North Parkway SE
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	CORPORATION: GEORGIA

Name:	WSI Corporation
Street Address:	400 Minuteman Road
City:	Andover
State/Country:	MASSACHUSETTS
Postal Code:	01810
Entity Type:	CORPORATION: MASSACHUSETTS

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	77063379	ADRIS
Serial Number:	76639432	EEC

OP \$115.00 77063379

Serial Number:	76637998	EEC
Serial Number:	78951235	SIDPOL

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: ash@hsy.com

Correspondent Name: Ashley Hugunine

Address Line 1: 2001 Park Place, Suite 1400

Address Line 4: Birmingham, ALABAMA 35203

NAME OF SUBMITTER:	Ashley Hugunine
Signature:	/s/ Ashley Hugunine
Date:	09/21/2012

**Total Attachments: 9**

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## RELEASE

This RELEASE (this "Release"), dated as of August 31, 2012, is executed by Deutsche Bank Trust Company Americas, as Agent (as hereinafter defined) for the benefit of TWCC Holding Corp. ("TWCC"), The Weather Channel, Inc. (the "Weather Channel") and WSI Corporation ("WSI" and together with TWCC and the Weather Channel, the "Released Parties").

Reference is hereby made to (i) that certain Security Agreement, dated as of September 12, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the grantors identified therein and Deutsche Bank Trust Company Americas, as Collateral Agent for the Secured Parties (in such capacity, the "Agent"), (ii) that certain Trademark Security Agreement, dated as of September 12, 2008, as filed at the United States Patent and Trademark Office on September 16, 2008, at Reel/Frame 003853/0737 among the grantors identified therein and the Agent, as supplemented by that certain Trademark Security Agreement Supplement, dated as of March 17, 2010, as filed at the United States Patent and Trademark Office on March 22, 2010, at Reel/Frame 004171/0123 among the grantors identified therein and the Agent (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), (iii) that certain Patent Security Agreement, dated as of September 12, 2008, as filed at the United States Patent and Trademark Office on September 16, 2008, at Reel/Frame 021531/0127 among the grantors identified therein and the Agent, as supplemented by that certain Patent Security Agreement Supplement, dated as of March 17, 2010, as filed at the United States Patent and Trademark Office on March 22, 2010, at Reel/Frame 024103/0710 among the grantors identified therein and the Agent (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), (iv) that certain Copyright Security Agreement, dated as of September 12, 2008, as recorded with the United States Copyright Office on September 17, 2008, at Volume/Doc. No. 3568/87 among the grantors identified therein and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Copyright Security Agreement" and, together with the Patent Security Agreement and the Trademark Security Agreement, the "IP Security Agreements"), (v) that certain Second Amended and Restated Credit Agreement, dated as of February 11, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TWCC Holding Corp., a Virginia corporation (the "Borrower"), the guarantors from time to time party thereto, the Agent, the lenders from time to time party thereto and the other agents named therein and (vi) that certain Stock Purchase Agreement, dated June 14, 2012, as amended (the "Purchase Agreement"), by and between the Borrower, as seller, and the buyer named therein (the "Buyer"), attached hereto as Annex A. Capitalized terms used but not otherwise expressly defined herein shall have the meanings ascribed to such terms in the Credit Agreement, the Security Agreement, the IP Security Agreements or the Purchase Agreement, as applicable.

## RECITALS

WHEREAS, pursuant to the Credit Agreement, Enterprise Electronics Corporation ("EEC") and the Released Parties filed the IP Security Agreements with the appropriate filing offices with respect to the patents, trademarks and copyright registrations and applications identified in the respective IP Security Agreements;

WHEREAS, each IP Security Agreement was executed by EEC and the Released Parties and included patents, trademarks and copyright registrations and applications that were owned exclusively by EEC or one of the Released Parties and not owned jointly by such parties;

WHEREAS, as a result of the filing of the IP Security Agreements with the respective filing offices, the Released Parties, in addition to EEC, were included in the chain of title with respect to patents, trademarks and copyright registrations and applications that were owned exclusively by EEC;

WHEREAS, pursuant to the Purchase Agreement, EEC Group Inc. (the "Buyer") acquired all of the outstanding shares of capital stock of EEC from TWCC;

WHEREAS, in connection with the Purchase Agreement, Agent and TWCC entered into that certain Release of Guarantor, dated as of July 3, 2012 (the "Release of Guarantor"), whereby Agent released each lien, security interest and other encumbrance of any kind in respect of any of the assets of EEC created pursuant to the Credit Agreement, including all right, title and interest in and to the patents, trademarks and copyright registrations and applications owned by EEC and set forth on Schedules I through III (the "EEC IP Property") attached hereto;

WHEREAS, pursuant to the authority granted in Section 4 of the Release of Guarantor, EEC filed the Release of Guarantor with the United States Patent and Trademark Office with respect to certain of the patents and trademarks included in the EEC IP Property; and

WHEREAS, EEC desires to clarify the chain of title with respect to the EEC IP Property and requests Agent to release any and all interest that the Released Parties may have with respect to the EEC IP Property identified in the respective IP Security Agreements.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1.** On behalf of and hereby representing the Secured Parties in the Security Agreement and the IP Security Agreements, the Agent hereby releases, without representations or warranties or recourse of any kind, each lien, security interest and other encumbrance of any kind in respect of the EEC IP Property arising out of the IP Security Agreements, including any interest, if any, that the Released Parties may have granted to the Agent in the EEC IP Property.

**Section 2.** The Agent irrevocably authorizes EEC, the Buyer and their counsel to file this Release with the United States Patent and Trademark Office and the United States Copyright

Office to release any and all interests EEC and the Released Parties may have in the EEC IP Property. The Agent agrees, at EEC or the Buyer's expense, to authorize, execute and deliver each instrument, notice, release, agreement or certificate as EEC or the Buyer may reasonably request from time to time to more fully effectuate or evidence the transactions set forth herein.

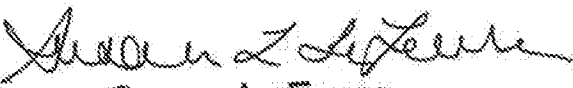
**Section 3.** This Release shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any conflict or choice of law provisions.

**Section 4.** Whenever possible, each term and provision of this Release shall be interpreted in a manner to be effective and valid, but if any term or provision of this Release is held to be prohibited or invalid by any court of competent jurisdiction, then such term or provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such term or provision or the remaining terms or provisions of this Release.

[signature page to follow]

IN WITNESS WHEREOF, this Release has been duly executed as of the day and year first above written.

**DEUTSCHE BANK TRUST COMPANY  
AMERICAS,  
as Agent**

By:   
Name: Susan LeFevre  
Title: **Managing Director**

By:   
Name: Marguerite Sutton  
Title: **Director**

[Release]

Schedule I  
Patents

**Patents:**

TITLE	COMPANY	FILING DATE	PATENT ISSUE DATE	PATENT NUMBER
Simultaneous Dual Polarization Radar System (Invention #1)	Enterprise Electronics Corporation	3/21/2003	2/22/2005	6,859,163
Simultaneous Dual Polarization Radar System (Invention #2)	Enterprise Electronics Corporation	3/21/2003	10/12/2004	6,803,875
Simultaneous Dual Polarization Radar System (Invention #3)	Enterprise Electronics Corporation	11/9/2004	5/23/2006	7,049,997
Method and Apparatus Implementing a Scan Strategy for Automatic High Power Tube Recovery	Enterprise Electronics Corporation	7/12/2006	5/6/2008	7,369,082
System and Method for Synthesizing Data in a Radar System (aka Radar Data Synthesizer)	Enterprise Electronics Corporation	12/19/2006	7/29/2008	7,405,693
Phase Shifted Transmitted Signals In A Simultaneous Dual Polarization Weather System	Enterprise Electronics Corporation	3/22/2006	6/23/2009	7,551,123
System and Method for Measuring Phase and Power Variance (aka Phase Variance Measurement)	Enterprise Electronics Corporation	7/12/2006	3/23/2010	7,683,828
Method and Apparatus for Automatic High Power Tube Recovery	Enterprise Electronics Corporation	7/12/2006	7/6/2010	7,750,573
Simultaneous Dual Polarization Radar System with Optical Communications Link	Enterprise Electronics Corporation	3/14/2008	7/20/2010	7,760,129
Encoded Transmitted Signals In A Simultaneous Dual Polarization Weather System	Enterprise Electronics Corporation	3/22/2006	10/12/2008	7,439,899
System and Method for Adaptation of a Radar Receiver in Response to Frequency Drift in a Transmission Source	Enterprise Electronics Corporation	2/26/2009	2/1/2011	7,880,665

**Patent Applications:**

<b>TITLE</b>	<b>COMPANY</b>	<b>FILING DATE</b>	<b>PATENT NUMBER OR APPLICATION NUMBER ISSUE DATE</b>	<b>PRIORITY DATE (Provisional Filing Date)</b>
Redacted	Enterprise Electronics Corporation	2/29/2008	Provisional 61/032472 (Replaced by 61/052476)	
Redacted	Enterprise Electronics Corporation	5/12/2008	Provisional 61/052476 (supersedes above 61/032472)	
Redacted	Enterprise Electronics Corporation	1/20/2012	Provisional 61/589238	



Schedule II  
Trademarks

MARK	STATUS	SERIAL NO.	REG. NO.	OWNER	CLASS / DESCRIPTION
		FILING DATE	REG. DATE		
ADRIS	Registered	77063379 Dec 13, 2006	3366488 Jan 8, 2008	Enterprise Electronics Corporation	09 Computer software for radar reflectivity data processing, analysis, and image display; computer software for radar system control; computer software for weather system analysis and prediction.
EEC	Registered	76639432 May 25, 2005	3137668 Sep 5, 2006	Enterprise Electronics Corporation	09 Radar systems comprised of a tower, radar pedestal, radar antenna, radome, receiver and transmitter, for the identification of weather targets and other objects; computer hardware and software for the control and operation of said radar system; scientific and electronic apparatuses, namely, electronics used in a radar system for the identification, classification, and location of weather targets and other objects; scientific and electronic apparatuses, namely, electronics for the gathering and processing of environmental weather and climatological radar data. 37 Installation and repair services, namely, maintenance, repair and installation of conventional and Doppler weather surveillance radar systems.

MARK	STATUS	SERIAL NO. FILING DATE	REG. NO. REG. DATE	OWNER	CLASS / DESCRIPTION
EEC	Registered	76637998 May 5, 2005	3360165 Dec 25, 2007	Enterprise Electronics Corporation	09 Remote automated surface weather surveillance equipment, namely, electronic sensors for collecting weather condition data and transmitting weather sensor data; communications firmware and software for communicating collected data to a weather data processing center; software for processing surface weather sensor data and displaying said processed data in a user readable format. 37 Maintenance and repair services for remote automated surface weather surveillance stations.
SIDPOL	Registered	78951235 Aug 14, 2006	3681617 Sept. 8, 2009	Enterprise Electronics Corporation	9 Radar systems comprised of a tower, radar pedestal, radar antenna, radome, receiver and transmitter, for the identification of weather targets and other objects; computer hardware and software for the control and operation of said radar system; scientific and electronic apparatuses, namely, radar signal processors and Doppler signal processors used in a radar system for the identification, classification, and location of weather targets and other objects; scientific and electronic apparatuses, namely, digital receivers and computer hardware for the gathering and processing of environmental weather and climatological radar data. 37 Installation and repair services, namely, maintenance, repair and installation of conventional and Doppler weather surveillance radar systems.

Schedule III  
Copyrights

COPYRIGHT HOLDER	TITLE	COPYRIGHT #
Enterprise Electronics Corporation	RPG Software Program	TXu 1-037-512