# OP \$140.00 3133847

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM376540

NATURE OF CONVEYANCE: Release of Trademark Collateral

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Agent		03/11/2016	National Banking Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	E.J. Brooks Company (as successor by merger to Meter Devices Company, Inc.)
Street Address:	2727 Paces Ferry Rd., Bldg. 2
Internal Address:	Suite 300
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	Corporation: NEW JERSEY

## **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark	
Registration Number:	3133847	SNAP2	
Registration Number:	3723229	ELECTRAK	
Registration Number:	4125729	ELECTRAK	
Registration Number:	3726368	FLASHSENTRY	
Registration Number:	3726369	SAFE-T-GUARD	

# **CORRESPONDENCE DATA**

**Fax Number:** 9192868199

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:** 919 286-8000

**Email:** PTO TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	327000.27405
NAME OF SUBMITTER:	John E. Slaughter

TRADEMARK REEL: 005750 FRAME: 0615

900357246

SIGNATURE:	/John E. Slaughter/	
DATE SIGNED:	03/14/2016	
Total Attachments: 4		
source=Release of Trademark - MDCI SNAP2#page1.tif		
source=Release of Trademark - MDCI SNAP2#page2.tif		
source=Release of Trademark - MDCI SNAP2#page3.tif		
source=Release of Trademark - MDCI SNAP2#page4.tif		

## RELEASE OF TRADEMARK COLLATERAL

THIS RELEASE OF TRADEMARK COLLATERAL (this "Release") is made as of March 11, 2016 by WELLS FARGO BANK, NATIONAL ASSOCIATION with an office located at 1800 Century Park East, Suite 1120, Los Angeles, CA 90067, as collateral agent (in such capacity, the "Agent") for the Secured Parties, in favor of E.J. BROOKS COMPANY, a New Jersey corporation with an office located at 2727 Paces Ferry Rd, Bldg. 2, Suite 300, Atlanta, GA 30339 (as successor by merger to Meter Devices Company, Inc.) (the "Grantor"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Documents (as defined below).

## WITNESSETH:

WHEREAS, the Grantor and certain other entities executed that certain Intellectual Property Security Agreement, dated as of November 4, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent, pursuant to which the Grantor granted a security interest to the Agent in certain trademarks and other intellectual property of Grantor; and

WHEREAS, in connection with said Security Agreement, Grantor and Agent entered into that certain Grant of Security Interest (Trademarks), dated as of November 4, 2009, which was recorded with the United States Patent and Trademark Office at Reel 004092, Frame 0470 on November 6, 2009 (the "<u>Trademark Security Agreement</u>" and collectively with the Security Agreement, the "<u>Security Documents</u>"); and

WHEREAS, pursuant to the Security Documents, to secure the prompt payment, performance and observance of the Secured Obligations, the Grantor assigned, conveyed, mortgaged, pledged, granted, hypothecated and transferred to the Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in and to all trademarks, trade names, trade styles and service marks, and all designs and general intangibles of like nature, then existing or thereafter adopted or acquired, all right, title and interest therein and thereto, all registrations and recordings thereof, including, (i) all applications, registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any Governmental Authority outside of the United States, all whether then owned or thereafter acquired by Grantor, including the trademarks set forth on Schedules 1-A and 1-B annexed thereto, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof, (ii) all reissues, extensions or renewals thereof and all licenses thereof, and (iii) all goodwill of Grantor's business symbolized by such trademarks and all customer lists and other records of Grantor relating to the distribution of products or provision of services bearing or covered by such trademarks (collectively, the "Released Collateral"); and

WHEREAS, the Agent has agreed to release its security interest in the Released Collateral, including the trademarks and trademark applications of the Grantor identified on Exhibit A attached hereto and made a part hereof, and to reconvey any and all rights in the Released Collateral to the Grantor.

OHSUSA:764498977.2

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby terminates, releases and discharges fully its security interest and all its rights in and to the Released Collateral, including the trademarks and trademark applications of the Grantor identified on Exhibit A attached hereto, and reconveys to the Grantor all of the Agent's right, title and interest in and to the Released Collateral, all without warranty or representation of any kind.

The Agent hereby authorizes the Grantor, or the Grantor's authorized representative, to record this Release with the United States Patent and Trademark Office.

The Agent shall execute and deliver any and all documents or other instruments reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

THIS RELEASE SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW RULES OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK EXCEPT THAT MATTERS CONCERNING THE VALIDITY AND PERFECTION OF A SECURITY INTEREST SHALL BE GOVERNED BY THE CONFLICT OF LAW RULES SET FORTH IN THE UCC.

[Signature Page Follows]

OHSUSA:764498977.2

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed on the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

Name: Luke Harbinson

Title: Director

[Signature Page to Release of Trademark Collateral (Tyden - 2016)]

# EXHIBIT A

# TRADEMARKS and TRADEMARK APPLICATIONS

Mark	Registration No.	Registration Date
SNAP2	3133847	08/22/2006
ELECTRAK	3723229	12/08/2009
ELECTRAK	4125729	04/10/2012
FLASH SENTRY	3726368	12/15/2009
SAFE-T-GUARD	3726369	12/15/2009

OHSUSA:764785559.2

**RECORDED: 03/14/2016**