# OP \$490.00 3267515

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM488324

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest	
SEQUENCE:	3	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as collateral agent		08/31/2018	Limited Partnership:

### **RECEIVING PARTY DATA**

Name:	TriTech Software Systems	
Street Address:	9477 Waples Street, Suite 100	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92121	
Entity Type:	Corporation: CALIFORNIA	
Name:	Metro Technology Services, Inc.	
Street Address:	9477 Waples Street, Suite 100	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92121	
Entity Type:	Corporation: PENNSYLVANIA	
Name:	Admit Computer Services, Inc.	
Street Address:	9477 Waples Street, Suite 100	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92121	
Entity Type:	Corporation: NEW YORK	
Name:	Tiburon, Inc.	
Street Address:	9477 Waples Street, Suite 100	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92121	
Entity Type:	Corporation: VIRGINIA	

**PROPERTY NUMBERS Total: 19** 

TRADEMARK REEL: 006427 FRAME: 0646

900464537

Property Type	Number	Word Mark
Registration Number:	3267515	CRIMEVIEW
Registration Number:	4363113	NEARME
Registration Number:	2479984	VISIONAIR
Registration Number:	2466751	PUBLIC SAFETY SUITE
Registration Number:	3285635	TRITECH SOFTWARE THAT SAVES LIVES
Registration Number:	3285634	TRITECH
Registration Number:	2083234	ALERT
Registration Number:	4625542	METROALERT
Registration Number:	4888680	METROALERT
Registration Number:	4574382	METRO TECHNOLOGY SERVICES, INC.
Registration Number:	4428899	A
Registration Number:	4497133	VISUALALERT
Registration Number:	1775734	IMPACT
Registration Number:	4187361	DISPATCHNOW
Registration Number:	4152537	DISPATCHNOW
Registration Number:	2039860	TIBURON
Registration Number:	1988496	
Registration Number:	1999513	
Registration Number:	2080645	TIBURON

### CORRESPONDENCE DATA

**Fax Number:** 3129939767

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:** 3128767700

Email: thomas.buettner@lw.com

Correspondent Name: Thomas J. Buettner

Address Line 1: LATHAM & WATKINS LLP

**Address Line 2:** 330 North Wabash Avenue, Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	057121-0316
NAME OF SUBMITTER:	Thomas J. Buettner
SIGNATURE:	/tjb/
DATE SIGNED:	08/31/2018

### **Total Attachments: 5**

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of August 31, 2018 (this "Release"), is made by Antares Capital LP, in its capacity as collateral agent (the "Collateral Agent") for the secured parties, in favor of Tritech Software Systems, a California corporation ("Tritech"), Metro Technology Services, Inc., a Pennsylvania corporation ("Metro"), Admit Computer Services, Inc., a New York corporation ("Admit"), and Tiburon, Inc., a Virginia corporation ("Tiburon"). Each of Tritech, Metro, Admit and Tiburon are referred to herein individuals as a "Grantor" and collectively, as the "Grantors". Capitalized terms not otherwise defined in this Release shall have the meanings attributed to them in the Trademark Security Agreement (as defined below).

WHEREAS, Grantors are party to a Second Lien Security Agreement, dated as of June 22, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified, replaced or refinanced from time to time, the "Security Agreement") in favor of the Collateral Agent.

WHEREAS, pursuant to the Security Agreement, Grantors executed and delivered the Second Lien Grant of Security Interest In Trademark (the "<u>Trademark Security Agreement</u>"), dated as of June 22, 2018, in favor of the Collateral Agent, which was recorded in the records of the United States Patent and Trademark Office on July 5, 2018 at Reel 6372, Frame 0409 (with respect to Tritech, as the Grantor), Reel 6372, Frame 0447 (with respect to Metro, as the Grantor), Reel 6377, Frame 0250 (with respect to Admit, as the Grantor), and Reel 6372, Frame 0487 (with respect to Tiburon, as the Grantor).

WHEREAS, pursuant to the Trademark Security Agreement, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under the following then owned or at any time thereafter acquired by such Grantor, or in which such Grantor then had or at any time thereafter acquired any right, title or interest, in each case, that are not Excluded Property: (i) all trademarks, service marks, trade names, brand names, domain names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers and designs, then existing or thereafter adopted or acquired, all registrations and recordings thereof (if any), and all registrations and applications filed in connection therewith, including registrations and applications with the United States Patent and Trademark Office, including those U.S. registered trademarks and applications owned by such Grantor and listed on Schedule 1 attached hereto, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue at law or in equity for any past, present and future infringement, dilution, or other impairment or violation thereof, including the right to receive all Proceeds therefrom, and (iv) all other rights, priorities and privileges related thereto (collectively, the "Trademark Collateral").

WHEREAS, the Collateral Agent acknowledges that the conditions for termination of its security interest in the Trademark Collateral have been met, and accordingly, pursuant to Section 4 of the Trademark Security Agreement, the Collateral Agent has agreed to execute this Release.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent hereby releases and terminates in its entirety its lien on and security interest in and to the Trademark Collateral, and discharges, quit claims, and relinquishes unto each Grantor, and re-assigns to each Grantor, as

applicable, any and all right, title or interest it may have in, to, or under the Trademark Collateral of such Grantor.

[Signature Page Follows]

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

Antares Capital LP, as Collateral Agent

By: Name:

Title:

Phillip P. Smith Duly Authorized Signatory

## SCHEDULE 1

# U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

# **Tritech Software Systems**

Mark	Registration Number	Registration Date
CRIMEVIEW	3,267,515	July 24, 2007
NEARME	4,363,113	July 9, 2013
VISIONAIR	2,479,984	August 21, 2001
PUBLIC SAFETY SUITE	2,466,751	July 3, 2001
TRITECH SOFTWARE THAT SAVES LIVES	3,285,635	August 28, 2007
TRITECH	3,285,634	August 28, 2007

# Metro Technology Services, Inc.

Mark	Registration Number	Registration Date
ALERT	2,083,234	July 29, 1997
METROALERT	4,625,542	October 21, 2014
METROALERT	4,888,680	January 19, 2016
METRO TECHNOLOGY SERVICES, INC.	4,574,382	July 29, 2014
A (drawing)	4,428,899	November 5, 2013
VISUALALERT	4,497,133	March 18, 2014

# **Admit Computer Services, Inc.**

Mark		Registration Date
IMPACT Logo	1,775,734	June 8, 1993

# Tiburon, Inc.

**RECORDED: 08/31/2018** 

Mark	Registration Number	Registration Date
DISPATCHNOW	4,187,361	August 7, 2012
DISPATCHNOW	4,152,537	June 5, 2012
TIBURON	2,039,860	February 25, 1997
Design Only	1,988,496	July 23, 1996
Design Only	1,999,513	September 10, 1996
TIBURON	2,080,645	July 22, 1997