

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		02/24/2021	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	CPI SECURITY SYSTEMS, INC.		
Street Address:	4200 Sandy Porter Road		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2516394	CPI	
Registration Number:	3861847	INTOUCH	
Registration Number:	2537673	WARNING CPI SECURITY SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<i>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.</i>			
Phone:	4152687000		
Email:	ksamia@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	c/o Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	72731-2		
NAME OF SUBMITTER:	Muzamil A. Huq		
SIGNATURE:	/mhuq/		
DATE SIGNED:	02/25/2021		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Security Interest in Trademarks ("Release") is made this 24th day of February, 2021, by PNC BANK, NATIONAL ASSOCIATION, as administrative agent for certain lenders ("Administrative Agent"), in favor of CPI SECURITY SYSTEMS, INC., a North Carolina corporation (the "Pledgor").

WHEREAS, Pledgor has entered into a Patent, Trademark and Copyright Security Agreement dated as of December 11, 2012 (as reaffirmed by Omnibus Amendment to Loan Documents and Reaffirmation and Ratification Agreement dated as of September 15, 2014 and as further amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement") by and among Pledgor, certain other loan parties from time to time party thereto, Administrative Agent for certain Lenders (as defined in the Security Agreement) (the "Administrative Agent"); and

WHEREAS, pursuant to the Security Agreement, Pledgor has granted to Administrative Agent for the benefit of the Lenders a continuing security interest in all right, title and interest of Pledgor in, to and under the trademarks and service marks set forth on **Exhibit A** attached hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on December 14, 2012 at Reel/Frame 4919/0433 with respect to the Trademarks;

WHEREAS, the Pledgor's Secured Obligations under the Security Agreement have been satisfied in full and the security interest granted to Administrative Agent pursuant the Security Agreement has been released by Administrative Agent;

WHEREAS, the Administrative Agent on behalf of the Lenders has the requisite power and authority to release and discharge its security interest in and to the Collateral; and

WHEREAS, the parties desire to confirm and evidence the termination and release of the security interest in, to and under the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of itself, the Lenders and their successors, legal representatives and assigns, hereby unconditionally, irrevocably and absolutely (i) terminates the Acknowledgement of Security Interest and all grants made by Pledgor therein, (ii) assigns to Pledgor, without any representation, warranty, or

recourse whatsoever, all of Administrative Agent's right, title and interest (if any) in and to the Trademarks and (iii) terminates, cancels, releases and forever discharges any and all security interests it holds in, to and under the Collateral.

The Administrative Agent shall take all further reasonable actions, and provide to Pledgor or its successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Pledgor to more fully and effectively effectuate the purposes of this Release, in each case, at Pledgor's expense. By this instrument, the Administrative Agent authorizes and requests Pledgor to record this Release with the USPTO.

This Release shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by their respective duly authorized representative as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: Meredith S. Heavner
Name: Meredith S. Heavner
Title: Vice President

Signature Page to Termination and Release of Security Interest in Trademarks

TRADEMARK
REEL: 007203 FRAME: 0548

EXHIBIT A

Trademarks

CPI Security Systems, Inc.

Trademark Report By Title
Search Criteria

Printed: 12/22/12

Client: CPI
Status: ACTIVE

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
CPI							
UNITED STATES	2911754.00500	12/16/1999	75/673,084	12/11/2001	2,616,364	REGISTERED	037, 042
INTOUCH (Stylized)							
CANADA	2911754.00512	11/19/2009	1,459,640	6/6/2012	TMA625,539	REGISTERED	1
UNITED STATES	2911754.00626	7/29/2009	77792,534	10/13/2010	3,961,847	REGISTERED	42
WARNING CPI SECURITY SYSTEM and Design							
UNITED STATES	2911754.00501	12/16/1999	75/873,186	2/12/2002	2,537,673	REGISTERED	037, 042
END OF REPORT				TOTAL ITEMS SELECTED = 4			