

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM721580

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Focus Strategies Capital Advisors, LLC		03/10/2022	Limited Liability Company: TEXAS
Focus Strategies Merchant Investments, LLC		03/10/2022	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tempo Communications, Inc.		
<b>Street Address:</b>	1390 Aspen Way		
<b>City:</b>	Vista		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92081		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4544301	ACALERT	
<b>Registration Number:</b>	4301787	ADAPTAJACK	
<b>Registration Number:</b>	4918594	AIRSCOUT	
<b>Registration Number:</b>	2519097	CABLECASTER	
<b>Registration Number:</b>	4740649	DATASCOUT	
<b>Registration Number:</b>	2689295	DATASHARK	
<b>Registration Number:</b>	4400632	DATASHARK	
<b>Registration Number:</b>	2529742		
<b>Registration Number:</b>	2859106	HUMBUCKER	
<b>Registration Number:</b>	2435249	LAN PRONAVIGATOR	
<b>Registration Number:</b>	2880112	MARKER-MATE	
<b>Registration Number:</b>	2497348	MICROTDR	
<b>Registration Number:</b>	2008853	NETCAT	
<b>Registration Number:</b>	1147071	PALADIN	
<b>Registration Number:</b>	2261638	PALADIN TOOLS	
<b>Registration Number:</b>	2080373	PC CABLE-CHECK	
<b>Registration Number:</b>	2429738	PROGRESSIVE	

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Property Type	Number	Word Mark
Registration Number:	2034673	SIDEKICK
Registration Number:	1894967	T-BUG
Registration Number:	2527348	TEMPO
Registration Number:	2891562	TEMPO
Registration Number:	2486314	UNI MARKER

**CORRESPONDENCE DATA**

Fax Number: 9137775601

*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: 913-777-5600

Email: trademarks@eriseip.com

Correspondent Name: Erise IP, P.A.

Address Line 1: 7015 College Blvd.

Address Line 2: Suite 700

Address Line 4: Overland Park, KANSAS 66211

<b>NAME OF SUBMITTER:</b>	Marshall S. Honeyman
<b>SIGNATURE:</b>	/Marshall S. Honeyman/
<b>DATE SIGNED:</b>	04/15/2022

**Total Attachments: 4**

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**TERMINATION OF SECURITY AGREEMENTS AND RELEASE OF SECURITY INTERESTS**

This **Termination of Security Agreements and Release of Security Interests** (this "Termination") is made to be effective as of March 10, 2022 (the "Effective Date") by **Focus Strategies Capital Advisors, LLC** ("FSCA") and **Focus Strategies Merchant Investments, LLC** ("FSMI", and together with FSCA, the "Secured Parties") as follows:

**RECITALS**

- A. FSCA, as successor-in-interest to FSMI (herein, "Lender"), and Tempo Communications, Inc., as Borrower (herein, "Borrower"), are parties to (a) that certain Security Agreement dated as of January 29, 2019, and (b) that certain Intellectual Property Security Agreement dated as of January 30, 2019, (collectively, the "Security Agreements") creating security interests in certain of the assets of Borrower (collectively, the "Security Interests") to secure the Borrower's obligations under that certain Loan Agreement between Lender and Borrower dated as of January 29, 2019 (the "Loan Agreement") and pursuant thereto under that certain Subordinated Promissory Note in the maximum principal amount of \$5,000,000 dated as of January 29, 2019 (the "Note").
- B. The Secured Parties have provided to Borrower a Payoff Letter dated as of March 10, 2022 (the "Payoff Letter"), which, among other things, agrees that upon the payment in full of the Note and the satisfaction of the other requirements set forth in the Payoff Letter all security interests, mortgages, liens, collateral assignments, pledges, charges, encumbrances, and guaranties in favor of FSMI and/or FSCA (as applicable) to secure the Note or Tempo's performance of the Loan Agreement or other Loan Documents (as defined in the Loan Agreement), shall be automatically terminated and released.
- C. Borrower has paid the Note in full and satisfied the other conditions of the Payoff Letter, and in furtherance of the provisions of the Payoff Letter the Secured Parties intend hereby to terminate the Security Agreements and release the Security Interests, on the terms and conditions set forth below.

**AGREEMENTS**

NOW, THEREFORE, the parties hereby agree as follows:

- 1. TERMINATION OF SECURITY AGREEMENTS AND RELEASE OF SECURITY INTERESTS**
  - 1.1. The Secured Parties hereby terminate the Security Agreements.
  - 1.2. The Secured Parties hereby release all of their security interests, mortgages, liens, collateral assignments, pledges, charges, encumbrances in the assets of Borrower. The

Secured Parties authorize Borrower to file related UCC-3 termination statements, patent and trademark assignment cover sheets, and similar instruments on behalf of FSMI and/or FSCA as necessary or appropriate to place such releases of record in any applicable jurisdiction.

**2. GENERAL PROVISIONS**

2.1. Further Acts.

Each party agrees to execute and deliver such additional agreements and documents and take such additional actions as are consistent with the provisions of this Termination and may be reasonably necessary or appropriate in connection with the purposes hereof, as reasonably requested by Borrower or the other party.

2.2. Partial Invalidity.

Any invalidity, illegality, or unenforceability of any provision of this Termination in any jurisdiction will not invalidate or render illegal or unenforceable the remaining provisions hereof in such jurisdiction and will not invalidate or render illegal or unenforceable such provision in any other jurisdiction.

2.3. Governing Law; Jurisdiction and Venue.

**THE INTERPRETATION AND CONSTRUCTION OF THIS TERMINATION AND THE RIGHTS OF THE PARTIES HEREUNDER WILL BE INTERPRETED, CONSTRUED, AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES.**

2.4. Multiple Counterparts.

This Termination may be executed by the parties in multiple original counterparts, and each such counterpart or an electronic image (including an electronic image of each party's signature) thereof will constitute an original hereof.

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Executed to be effective as provided above:

Focus Strategies Merchant Investments,  
LLC

Focus Strategies Capital Advisors, LLC

By: J. Gary Valdez  
Name: J. Gary Valdez  
Title: President

By: J. Gary Valdez  
Name: J. Gary Valdez  
Title: President

**ACKNOWLEDGED AND AGREED:**

Tempo Communications, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Executed to be effective as provided above:

Focus Strategies Merchant Investments,  
LLC

Focus Strategies Capital Advisors, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

Tempo Communications, Inc.

By:   
Name: JASON E. BUTCHKO  
Title: PRESIDENT