

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851641

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|---|---|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PNC BANK, NATIONAL ASSOCIATION | | 11/03/2023 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | UTILITY ASSOCIATES, INC. | | |
| Street Address: | 250 E. Ponce de Leon Avenue | | |
| Internal Address: | Suite 700 | | |
| City: | Decatur | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30030 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4864223 | BODYWORN | |
| Registration Number: | 2660598 | DIGITALPATROLLER | |
| Registration Number: | 4206842 | SMART CREW | |
| Registration Number: | 5142965 | SMARTREDACTION | |
| Serial Number: | 86389477 | THE ULTIMATE WITNESS | |
| Registration Number: | 4275219 | TRANSITCAM | |
| Registration Number: | 4110919 | U | |
| Registration Number: | 4051912 | U UTILITY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2147467777 | | |
| <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: | 2147467700 | | |
| Email: | juan.arias@weil.com | | |
| Correspondent Name: | Niko Lane | | |
| Address Line 1: | Weil, Gotshal & Manges LLP | | |
| Address Line 2: | 200 Crescent Court, Suite 300 | | |
| Address Line 4: | Dallas, TEXAS 75201-6950 | | |

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|--------------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | Niko Lane - 50469.0007 |
| NAME OF SUBMITTER: | Niko Lane |
| SIGNATURE: | /Niko Lane/ |
| DATE SIGNED: | 11/06/2023 |

Total Attachments: 7

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TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Release**”) is made as of November 3, 2023, by PNC BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent (“**Agent**”), in favor of UTILITY ASSOCIATES, INC., a Delaware corporation (“**Grantor**”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the IP Security Agreement referred to below.

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of June 4, 2018 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, including all exhibits and schedules thereto, the “**Credit Agreement**”) among Grantor, Agent and certain other Borrowers and Lenders party thereto, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor has granted to Agent a lien and security interest in substantially all of its assets to secure the Obligations;

WHEREAS, Grantor and Agent are party to that certain Intellectual Property Security Agreement, dated as of June 4, 2018 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, including all exhibits and schedules thereto, the “**IP Security Agreement**”), pursuant to which the Grantor granted to Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in (i) the IP Collateral, including those Copyrights set forth on Schedule I hereto, the Patents set forth on Schedule II hereto, and the Trademarks set forth on Schedule III hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark included in the IP Collateral, (ii) all reissues, continuations or extensions of the foregoing, (iii) income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements or dilutions thereof, (v) all of Grantor’s rights corresponding thereto throughout the world, and (vi) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for any infringement of any Intellectual Property;

WHEREAS, notice of the IP Security Agreement was recorded with the United States Copyright Office (“**USCO**”) on **June 21, 2018** and **March 11, 2019**, at (a) Volume **9962**, Doc No. **351** and (b) Volume **9957**, Doc No. **720**;

WHEREAS, notice of the IP Security Agreement was recorded with the United States Patent and Trademark Office (“**USPTO**”) on **June 5, 2018**, at following Reel/Frame numbers: (a) Reel **6344** Frame **0457**; (b) Reel **6345** Frame **0294**; (c) Reel **045987** Frame **0288**; and (d) Reel **045988** Frame **0674**;

WHEREAS, Grantor desires Agent to release, discharge, terminate and cancel its lien on and security interest in the IP Collateral, including, without limitation, the Copyrights set forth on Schedule I hereto, the Patents set forth on Schedule II hereto, and the Trademarks set forth on Schedule III hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties:

- (1) The Agent, on behalf of the Secured Parties, hereby absolutely, unconditionally and irrevocably (a) releases, terminates and discharges its security interest in the IP Collateral, including without limitation the Patents, Trademarks, and Copyrights listed on the Schedules attached hereto and made a part hereof, (b) terminates the IP Security Agreement and (c) assigns, transfers and conveys to Grantor any right, title or interest, including the security interest, it may have in the IP Collateral.
- (2) The Agent authorizes and requests that the Commissioner for Trademarks, the Commissioner for Patents, and the Register of Copyrights, and any other applicable government officer record this Release.
- (3) The Agent hereby agrees to perform all further acts and execute and deliver all further documents and/or instruments that may be reasonably necessary to effect the release of the security interests contemplated hereby at the sole cost of Grantor.
- (4) This Release and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the law of the State of New York and shall be binding upon the Agent's representatives, successors, assigns and transferees.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: *Briana Fisher*
Name: Briana Fisher
Title: Vice President

Signature Page to Termination and Release of Intellectual Property Security Agreement – Utility Associates, Inc.

SCHEDULE 1
Unregistered Copyrights

| Copyright | Owner | Status |
|--|--------------------------|------------------------|
| Avail : computer software source code | Utility Associates, Inc. | Unregistered Copyright |
| RCM : computer software source code | Utility Associates, Inc. | Unregistered Copyright |
| Datasync : computer software source code | Utility Associates, Inc. | Unregistered Copyright |

SCHEDULE II
Patents

| Patent | Owner | Registration No./ (Application No.) | Registration Date/ (Filing Date) | Status |
|---|--------------------------|--|---|---------------|
| ARTICLE OF CLOTHING WITH VIDEO RECORDING DEVICE SUPPORT | Utility Associates, Inc | (15/294039) | (10/14/2016) | Abandoned |
| ARTICLE OF CLOTHING WITH VIDEO RECORDING DEVICE SUPPORT | Utility Associates, Inc | 10230919 | 3/12/2019 | Issued |
| COMPOSITE MOBILE DIGITAL INFORMATION SYSTEM | Utility Associates, Inc | 6831556 | 12/14/2004 | Issued |
| INTEGRATING DATA FROM MULTIPLE DEVICES | Utility Associates, Inc. | 10205915 | 02/12/2019 | Issued |
| METHOD FOR SWITCHING FROM A FIRST CELLULAR NETWORK TO A SECOND CELLULAR NETWORK | Utility Associates, Inc. | 8781475 | 07/15/2014 | Issued |
| METHOD FOR SWITCHING FROM A FIRST CELLULAR NETWORK TO A SECOND CELLULAR NETWORK | Utility Associates, Inc. | 9282495 | 03/08/2016 | Issued |
| SYSTEM AND METHOD FOR SECURELY DISTRIBUTING LEGAL EVIDENCE | Utility Associates, Inc. | 9246898 | 01/26/2016 | Issued |
| SYSTEM AND METHOD FOR UPLOADING FILES TO SERVERS UTILIZING GPS ROUTING | Utility Associates, Inc. | 9432402 | 08/30/2016 | Issued |

| Patent | Owner | Registration No./ (Application No.) | Registration Date/ (Filing Date) | Status |
|--|--------------------------|--|-------------------------------------|-----------|
| VIDEO RECORDING DEVICE HOLSTER | Utility Associates, Inc. | 10084500 | 09/25/2018 | Issued |
| INTEGRATING DATA FROM MULTIPLE DEVICES | Utility Associates, Inc. | (14/820092) | (08/06/2015) | Abandoned |
| METHOD FOR INCIDENT VIDEO AND AUDIO ASSOCIATION | Utility Associates, Inc. | (15/470376) | (03/27/2017) | Abandoned |
| METHOD FOR WRISTBAND CONTROLLER VIDEO RECORDING EVENT MESSAGES | Utility Associates, Inc. | (15/464120) | (03/20/2017) | Abandoned |
| MINIMIZING GUNSHOT DETECTION FALSE POSITIVES | Utility Associates, Inc. | 11133021 | 9/28/2021 | Issued |
| SYSTEMS AND METHODS FOR DETECTING A GUNSHOT | Utility Associates, Inc. | (16/886688) | (5/28/2020) | Abandoned |
| ARTICLE OF CLOTHING WITH VIDEO RECORDING DEVICE SUPPORT | Utility Associates, Inc. | (16/932404) | (7/17/2020) | Abandoned |
| SYSTEMS AND METHODS FOR DETECTING A GUNSHOT | Utility Associates, Inc. | 11282536 | 3/22/2022 | Issued |

SCHEDULE III
Trademarks

| Mark | Owner | Registration No/ (Application No.) | Registration Date/ (Application Date) | Status |
|---|--------------------------|---|--|---------------|
| BODYWORN | Utility Associates, Inc. | 4864223 | 12/01/2015 | Registered |
| DIGITALPATROLLER | Utility Associates, Inc. | 2660598 | 12/10/2002 | Cancelled |
| SMART CREW | Utility Associates, Inc. | 4206842 | 09/11/2012 | Cancelled |
| SMARTREDACTION | Utility Associates, Inc. | 5142965 | 02/14/2017 | Cancelled |
| THE ULTIMATE WITNESS | Utility Associates, Inc. | (86389477) | (09/09/2014) | Abandoned |
| TRANSITCAM | Utility Associates, Inc. | 4275219 | 01/15/2013 | Cancelled |
| U & Design  | Utility Associates, Inc. | 4110919 | 03/13/2012 | Cancelled |
| U UTILITY & Design  | Utility Associates, Inc. | 4051912 | 11/08/2011 | Cancelled |