

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM421918

| | | | |
|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Wells Fargo Bank, N.A., as successor-in-interest to Wachovia Bank, National Association, as Collateral Agent | | 03/31/2017 | National Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | RGIS, LLC | | |
| Street Address: | 2000 East Taylor Road | | |
| City: | Auburn Hills | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48326 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3075872 | AUDIT | |
| Registration Number: | 1289504 | AUDIT | |
| Registration Number: | 3144292 | RGIS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <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: | 212-906-1216 | | |
| Email: | angela.amaru@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP c/o Angela M. Amaru | | |
| Address Line 1: | 885 Third Avenue | | |
| Address Line 2: | Suite 1000 | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 049646-0388 | | |
| NAME OF SUBMITTER: | Angela M. Amaru | | |
| SIGNATURE: | /S/ Angela M. Amaru | | |
| DATE SIGNED: | 03/31/2017 | | |

CH \$90.00 3075872

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”) is made as of March 31, 2017 (the “Effective Date”), by **WELLS FARGO BANK, N.A.** (as successor-in-interest to Wachovia Bank, National Association), in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the “Collateral Agent”), in favor of **RGIS Services, LLC, RGIS Holdings LLC** and certain subsidiaries of same including **RGIS, LLC.**, a Delaware limited liability company (the “Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement (as defined below).

WHEREAS, pursuant to that certain Credit Agreement dated as of April 30, 2007 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which Grantor executed and delivered to the Collateral Agent that certain Intellectual Property Security Agreement, dated as of April 30, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), for recordation with the United States Patent and Trademark Office and the United States Copyright Office;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on July 27, 2007 at Reel 3589, Frame 0086 for trademarks, on July 27, 2007 at Reel 019606, Frame 0001 for patents and with the United States Copyright Office on July 25, 2007 at Volume 3554, Document 890 for copyrights; and

WHEREAS, pursuant to the terms and conditions of the Credit Agreement and the IP Security Agreement, the Grantor assigned and pledged to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the following, whether then existing or thereafter created or acquired (i) all Copyrights (ii) all Patents (iii) all Trademarks (iv) all Trade Secrets (v) all other Intellectual Property (vi) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing including those referred to on Schedule I hereto (collectively, the “IP Collateral”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, for the benefit of the Secured Parties, hereby agrees as follows:

The Collateral Agent hereby terminates the IP Security Agreement, and hereby terminates and releases the security interest in the IP Collateral arising under the Credit Agreement and the IP Security Agreement.

If and to the extent the Collateral Agent has acquired any right, title or interest in, to or under any of the IP Collateral, it hereby irrevocably reassigns and retransfers all such right, title and interest to the Grantor.

This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereto.

[Signature page to follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**WELLS FARGO BANK, N.A. (as successor-
in-interest to Wachovia Bank, National
Association), as Collateral Agent**

By: 

Name: Tray Jones

Title: Director

SCHEDULE I
TO
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

TRADEMARKS

| Trademark/Image if any | Application Number Application Date | Registration Number Registration Date | Status | Owner |
|-------------------------------|--|--|---------------|--------------|
| AUDIT | 78484316 9/15/2004 | 3075872 4/4/2006 | Cancelled | RGIS, LLC |
| AUDIT | 73411665 1/31/1983 | 1289504 8/7/1984 | Cancelled | RGIS, LLC |
| RGIS | 78519397 11/18/2004 | 3144292 9/19/2006 | Registered | RGIS, LLC |

PATENTS

| Patent Title | Application Number Application Date | Patent Number Issuance Date | Status | Owner |
|--|--|--|------------------------|--------------|
| INVENTORY MAPPING SYSTEM AND METHOD | 10954139 9/29/2004 | --- | Abandoned 9/11/2011 | RGIS, LLC |

COPYRIGHTS

| Copyright Title | Registration Number | Registration Date | Claimant |
|-------------------------|----------------------------|--------------------------|-----------------|
| Elite UPS minidriver | TX0006272206 | 12/2/2005 | RGIS, LLC |
| AUDIT download analyzer | TX0006272204 | 12/2/2005 | RGIS, LLC |
| AUDIT validation DLL | TX0006272430 | 12/2/2005 | RGIS, LLC |
| RADIX | TX0006290504 | 12/5/2005 | RGIS, LLC |
| AUDIT download builder | TX0006523683 | 12/5/2005 | RGIS, LLC |