

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM421924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property Supplement No. 2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo 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: 11			
Property Type	Number	Word Mark	
Registration Number:	3075872	AUDIT	
Registration Number:	1289504	AUDIT	
Registration Number:	4276858	EXACTCOUNT	
Registration Number:	4296061	EXACTCOUNT	
Registration Number:	3144292	RGIS	
Registration Number:	4042320	RM-1	
Registration Number:	3926222	S SMARTSPACE	
Registration Number:	3926221	S SMARTSPACE BY RGIS	
Registration Number:	3926220	SMARTSPACE	
Registration Number:	4113209	STORPLANNER	
Registration Number:	4187351	STORVIEWER	
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		

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Address Line 1:	885 Third Avenue
Address Line 2:	Suite 1000
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049646-0388
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NAME OF SUBMITTER:	Angela M. Amaru
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SIGNATURE:	/S/ Angela M. Amaru
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DATE SIGNED:	03/31/2017
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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY SUPPLEMENT NO. 2

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY SUPPLEMENT NO. 2 (this “Release”) is made as of March 31, 2017 (the “Effective Date”), by **WELLS FARGO BANK, N.A.**, 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 Supplement No. 2 to the 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, Supplement No. 2 to the IP Security Agreement was recorded with the United States Patent and Trademark Office on May 16, 2012 at Reel 4781, Frame 0234 and August 20, 2013 at Reel 5093, Frame 0983 for trademarks, on May 16, 2012 at Reel 028222, Frame 0377 for patents and with the United States Copyright Office on May 22, 2012 at Volume 3616, Document 126 for copyrights; and

WHEREAS, pursuant to the terms and conditions of the Credit Agreement, the IP Security Agreement and Supplement No. 2 to 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 Supplement No. 2 to the IP Security Agreement, and hereby terminates and releases the security interest in the IP Collateral arising under the Credit Agreement, the IP Security Agreement and Supplement No. 2 to 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.

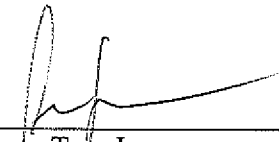
This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereto.

[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 Collateral Agent



By:



Name: Tray Jones
Title: Director

SCHEDULE I
TO
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY SUPPLEMENT NO. 2

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
EXACTCOUNT	85454268 10/24/2011	4276858 1/15/2013	Registered	RGIS, LLC
EXACTCOUNT	85210610 1/5/2011	4296061 2/26/2013	Registered	RGIS, LLC
RGIS	78519397 11/18/2004	3144292 9/19/2006	Registered	RGIS, LLC
RM-1	77258341 8/17/2007	4042320 10/18/2011	Registered	RGIS, LLC
S SMARTSPACE 	77679940 2/27/2009	3926222 3/1/2011	Registered	RGIS, LLC
S SMARTSPACE BY RGIS 	77679933 2/27/2009	3926221 3/1/2011	Registered	RGIS, LLC
SMARTSPACE	77679926 2/27/2009	3926220 3/1/2011	Registered	RGIS, LLC
STORPLANNER	85137248 9/24/2010	4113209 3/13/2012	Registered	RGIS, LLC
STORVIEWER	85137254 9/24/2010	4187351 8/7/2012	Registered	RGIS, LLC

PATENTS

Patent Title	Application Number Application Date	Patent Number Issuance Date	Status	Owner
HAND-HELD INVENTORY DATA COLLECTION DEVICE	29277093 2/13/2007	D574380 8/5/2008	Issued	RGIS, LLC
INVENTORY VERIFICATION SYSTEM AND METHOD	12204435 9/4/2008	8606658 12/10/2013	Issued	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