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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM426909

SUBMISSION TYPE:	IEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		05/09/2017	Commercial Bank:

RECEIVING PARTY DATA

Name:	Abila, Inc. f/k/a NPSA, Inc.
Street Address:	10800 Pecan Park Blvd., Suite 400
City:	Austin
State/Country:	TEXAS
Postal Code:	78750
Entity Type:	Corporation: DELAWARE
Name:	Avectra, Inc.
Street Address:	7901 Jones Branch Drive, Suite 500
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	Corporation: DELAWARE
Name:	NFI Studios, Inc.
Street Address:	601 S. Lake Destiny Road
City:	Maitland
State/Country:	FLORIDA
Postal Code:	32751
Entity Type:	Corporation: FLORIDA
Name:	Peach New Media, Inc.
Street Address:	1100 Circle 75 Parkway
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1945748	MIP

Property Type	Number	Word Mark
Registration Number:	2353333	MILLENNIUM
Registration Number:	2580016	HELPING THOSE WHO DO GOOD THINGS DO THEM
Registration Number:	4130732	SAGE GRANT MANAGEMENT
Registration Number:	3204844	NETFORUM ONDEMAND
Registration Number:	2917174	NETFORUM
Registration Number:	2904630	AVECTRA
Registration Number:	3907775	NETFORUM
Registration Number:	3907776	AVECTRA
Registration Number:	4250647	A-SCORE
Registration Number:	4148957	MEMBERFUSE
Registration Number:	4323825	ELEVATE YOUR MISSION
Registration Number:	4893664	MIP ADVANCE

CORRESPONDENCE DATA

Fax Number: 2127288111

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: 212 728 8000
Email: ipdept@willkie.com

Correspondent Name: Preeta Reddy c/o Willkie Farr & Gallaghe

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	124434.00008 PR
NAME OF SUBMITTER:	Preeta D. Reddy
SIGNATURE:	/preetadreddy/
DATE SIGNED:	05/09/2017

Total Attachments: 4

source=Abila - Termination of Trademark Security Agreement#page1.tif source=Abila - Termination of Trademark Security Agreement#page2.tif source=Abila - Termination of Trademark Security Agreement#page3.tif source=Abila - Termination of Trademark Security Agreement#page4.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Termination and Release") is granted as of May 9, 2017 by SILICON VALLEY BANK, as Administrative Agent (the "Assignee"), in favor of NPSA, INC., a Delaware corporation ("NPSA"), AVECTRA, INC., a Delaware corporation ("Avectra"), NFI STUDIOS, INC., a Florida corporation ("NFI"), and PEACH NEW MEDIA, INC., a Delaware corporation ("Peach New", and together with NPSA, Avectra, and BFI, each individually, a "Grantor", and collectively, the "Grantors").

WHEREAS, NPSA executed and delivered a Trademark Security Agreement dated as of March 20, 2013 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "NPSA Agreement") granting the Assignee a security interest in and lien on certain trademarks and trademark applications described therein, which was recorded with the Assignment Division of the United States Patent and Trademark Office ("USPTO") on March 20, 2013, at Reel 4994, Frame 0687;

WHEREAS, Avectra and NFI executed and delivered a Trademark Security Agreement dated as of August 19, 2013 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Avectra/NFI Agreement") granting the Assignee a security interest in and lien on certain trademarks and trademark applications described therein, which was recorded with the USPTO on August 19, 2013, at Reel 5093, Frame 0851;

WHEREAS, Peach New executed and delivered a Trademark Security Agreement dated as of February 13, 2015 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Peach New Agreement" and, together with the NPSA Agreement and Avectra/NFI Agreement, collectively, the "Grants"), granting the Assignee a security interest in and lien on certain trademarks and trademark applications described therein, which was recorded with the USPTO on February 17, 2015, at Reel 5460, Frame 0905;

WHEREAS, Grantors have requested that Assignee hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of Grantors in, to and under all of the trademarks and trademark applications described in the Grants (collectively, the "**Trademarks**") as herein provided; and

WHEREAS, Grantors have requested that the Assignee provide a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its security interests in and liens on the Trademarks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby:

1. terminates the Grants and releases, terminates and discharges all liens and security interests in the Grantors' right, title and interest in, to and under the Trademarks, and all goodwill associated therewith, including those Trademarks identified in <u>Schedule I</u> hereto;

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- 2. authorizes and requests that this Termination and Release be recorded at the USPTO; and
- 3. agrees that it shall, and at any Grantors', or any Grantors' respective successor's or assign's, reasonable request, execute, acknowledge and deliver to such Grantors all further releases and other documents, and take all other actions necessary or reasonably desirable for the release of such security interest.

THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TERMINATION AND RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

> SILICON VALLEY BANK, as Administrative Agent

By: Name Tanathan wolfers
Title: Via fordert

SCHEDULE 1 TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

		ana ana mana ana ana ana ana ana ana ana	
Serial #: <u>74629200</u> Mark: MIP	Filing Dt: 02/01/1995	Reg #: 1945748	Reg. Dt: 01/02/1996
Serial #: 75579788 Mark: MILLENNIUM	Filing Dt: 10/30/1998	Reg #: 2353333	Reg. Dt: 05/30/2000
Serial #: 76099036 Mark: HELPING THOSE	Filing Dt: 07/28/2000 WHO DO GOOD THINGS DO	Reg #: 2580016 THEM EVEN BETTER	Reg. Dt: 06/11/2002
Serial #: <u>85271153</u> Mark: SAGE GRANT MA	Filing Dt: 03/18/2011 NAGEMENT	Reg #: 4130732	Reg. Dt: 04/24/2012
Serial #: 76635829 Mark: NETFORUM OND	Filing Dt: 04/11/2005 EMAND	Reg #: 3204844	Reg. Dt: 02/06/2007
Serial #: 78129326 Mark: NETFORUM	Filing Dt: 05/16/2002	Reg #: 2917174	Reg. Dt: 01/11/2005
Serial #: 78130161 Mark: AVECTRA	Filing Dt: 05/21/2002	Reg #: 2904630	Reg. Dt: 11/23/2004
Serial #: 85056485 Mark: NETFORUM	Filing Dt: 06/07/2010	Reg #: 3907775	Reg. Dt: 01/18/2011
Serial #: 85056488 Mark: AVECTRA	Filing Dt: 05/07/2010	Reg #: 3907775	Reg. Dt: 01/18/2011
Serial #: 85250265 Mark: A-SCORE	Filling Dt: 02/24/2011	Reg #: 4250647	Reg. Dt: 11/27/2012
Serial #: 85318031 Mark: MEMBERFUSE	Filing Dt: 05/11/2011	Reg #: 4148957	Reg. Dt: 05/29/2012
Serial #: 85714387 Mark: ELEVATE YOUR	Filing Dt: 08/28/2012 MISSION	Reg #: 4323825	Reg. Dt: 04/23/2013
Serial #: <u>86514159</u> Mark: MIP ADVANCE	Filing Dt: 01/26/2015	Reg #: <u>4893664</u>	Reg. Dt: 01/26/2016

TRADEMARK REEL: 006053 FRAME: 0408

RECORDED: 05/09/2017