# CH \$90.00 225

ETAS ID: TM438279

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Goldman Sachs BDC, Inc.		08/04/2017	Corporation:

## **RECEIVING PARTY DATA**

Name:	Commerce One, LLC
Street Address:	One Compass Way
Internal Address:	Suite 120
City:	Newport News
State/Country:	VIRGINIA
Postal Code:	23606
Entity Type:	Limited Liability Company: VIRGINIA

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2259793	COMMERCE ONE
Registration Number:	2465581	С
Registration Number:	2716994	COMMERCE ONE

### **CORRESPONDENCE DATA**

**Fax Number:** 4149788675

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:** 414 277 5675

**Email:** marta.levine@guarles.com

Correspondent Name: Marta S. Levine

Address Line 1: 411 East Wisconsin Avenue

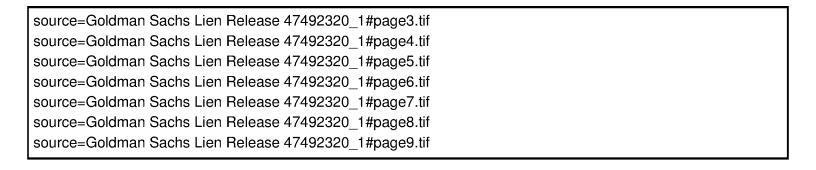
Address Line 2: Quarles & Brady LLP

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Marta Levine
SIGNATURE:	/MartaLevine/
DATE SIGNED:	08/07/2017

# **Total Attachments: 9**

source=Goldman Sachs Lien Release 47492320\_1#page1.tif source=Goldman Sachs Lien Release 47492320\_1#page2.tif



## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is given as of August 4, 2017 to COMMERCE ONE, LLC, a Delaware limited liability company, and PERFECT COMMERCE, LLC, a Virginia limited liability company (collectively, the "Grantors," and each, a "Grantor"), by GOLDMAN SACHS BDC, INC., as administrative agent (in such capacity, the "Agent") for each of the Lenders (as defined in the Trademark Security Agreement referenced below).

WHEREAS, the Grantors and Agent entered into that certain Trademark Security Agreement, dated as of June 8, 2015, and recorded in the United States Patent and Trademark Office on June 15, 2015 at Reel/Frame No. 5552/0305 (the "<u>Trademark Security Agreement</u>"), pursuant to which the Grantors granted to Agent a security interest in the Released Trademarks (defined below); and

WHEREAS, Agent desires to terminate the Trademark Security Agreement and release its continuing security interest in the Released Trademarks (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent hereby agrees as follows:

## 1. Release.

- (a) Agent, on behalf of itself and each other Lender, hereby acknowledges and agrees that the Trademark Security Agreement is terminated and in connection therewith hereby terminates, releases and discharges its continuing security interest in all of Grantors' right, title and interest throughout the world in, to and under the following, whether then existing or thereafter arising or acquired (collectively, the "Released Trademarks"):
  - (i) (A) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (B) the right to obtain all renewals thereof (collectively referred to as "Trademarks"), including those registrations of Trademarks and applications for registration of Trademarks referred to on Schedule 1;
  - (ii) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in <u>clause (i)</u> or for any injury to the goodwill associated with the use of any such Trademark; and
  - (iii) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

- (b) waives and relinquishes all its rights, powers, privileges and remedies with respect to the Released Trademarks; and
- (c) reassigns any and all interest it may have in the Released Trademarks to the Grantors.
- 2. <u>Recordation of Trademark Release</u>. This Release has been executed and delivered by the Agent for the purpose of recording with the United States Patent and Trademark Office.
- 3. <u>Further Assurances</u>. Agent agrees to provide each Grantor with any information and additional authorization and documentation necessary to effect the release of Agent's interest in the Released Trademarks (at such Grantor's request and sole cost and expense).
- 4. <u>Governing Law</u>. This Release shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

[Signature Page Follows]

2

NAI-1502779496v2

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed as of the date above first written.

GOLDMAN SACHS BDC, INC.,

as Agent

By:

Name: Brendan McGovern

Title: Authorized Signatory

[Signature Page to Trademark Release]

# Schedule 1

# TRADEMARKS and TRADEMARK APPLICATIONS:

Owner	Jurisdiction	Mark	Appl/ Reg. No.
			11 0
Perfect Commerce, LLC	U.S.	PERFECT	2525885
Perfect Commerce, LLC	U.S.	PERFECT	3142454
Perfect Commerce, LLC	U.S.	THE OSN	3173364
Perfect Commerce, LLC	U.S.	OPEN SUPPLIER NETWORK	3346465
Perfect Commerce, LLC	U.S.	OPEN SUPPLIER NETWORK	4470703
Commerce One, LLC	U.S.	COMMERCE ONE	2259793
Commerce One, LLC	U.S.	COMMERCE ONE (design)	2716994
Commerce One, LLC	U.S.	C (design)	2465581
(successor to Commerce One Inc.)			
Commerce One, LLC	Canada	COMMERCE ONE	TMA588696
(successor to Commerce	Caraca	601/11/12/162 61/2	
One Inc.)			
Commerce One, LLC	Czech Republic	COMMERCE ONE (design)	242678
(successor to Commerce	CZCONTCOPUONC	Continuated on a (design)	2.2070
One Inc.)			
Commerce One, LLC	E.U.	COMMERCE ONE	1016997
(successor to Commerce			
One Inc.)			
Commerce One, LLC	E.U.	COMMERCE ONE (design)	2264919
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Germany	COMMERCE ONE AUCTION	30104692
(successor to Commerce		SERVICES	
One Inc.)			
Commerce One, LLC	Hungary	MARKETSITE	168017
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Hungary	COMMERCE ONE (design)	171473
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Japan	COMMERCE ONE	4536645
(successor to Commerce			
One Operations Inc.)			
Commerce One, LLC	Japan	MARKETSITE	4749989
(successor to Commerce			
One Operations Inc.)			
Commerce One, LLC	Japan	MARKETSITE	4703611
(successor to Commerce			
One Operations Inc.)			
Commerce One, LLC	Japan	COMMERCE ONE (design)	4629208
(successor to Commerce			
One Operations Inc.)			
Commerce One, LLC	Japan	COMMERCE ONE	4697531
(successor to Commerce			
One Operations Inc.)			
Commerce One, LLC	Lithuania	COMMERCE ONE (design)	45431
(successor to Commerce			

NAI-1502779496v2

One Inc.)			
One Inc.) Commerce One, LLC	Mexico	COMMERCE ONE	688359
	Mexico	COMMERCE ONE	688359
(successor to Commerce			
One Inc.)	3.6 .	COLD EED OF ONE	600270
Commerce One, LLC	Mexico	COMMERCE ONE	690379
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Mexico	COMMERCE ONE (design)	727872
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Mexico	COMMERCE ONE (design)	716044
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Mexico	COMMERCE ONE (design)	725826
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Norway	COMMERCE ONE (design)	212892
(successor to Commerce	- 1.52   1.55	(400-8-)	
One Inc.)			
Commerce One, LLC	Slovak Republic	COMMERCE ONE (design)	201465
(successor to Commerce	Slovak Republic	COMMERCE ONE (design)	201403
One Inc.)			
Commerce One, LLC	Switzerland	COMMERCE ONE	508562
(successor to Commerce	Switzeriand	COMMERCE ONE	308302
1 `			
One Inc.)	G : 1 1	COLORED CE ONE (1 : )	500227
Commerce One, LLC	Switzerland	COMMERCE ONE (design)	508237
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Croatia	COMMERCE ONE (design)	Z-20010932
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Estonia	COMMERCE ONE (design)	M200101066
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Georgia	COMMERCE ONE (design)	1536/03
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Iceland	COMMERCE ONE (design)	1839/2001
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Latvia	COMMERCE ONE (design)	M-01-987
(successor to Commerce	Latvia .	CONTRIBUTED OF LE (acsign)	111 01 307
One Inc.)			
Commerce One, LLC	Lithuania	COMMERCE ONE (design)	20011208
(successor to Commerce	Lititidina	COMMITTEE ONE (Gesigh)	20011200
One Inc.)			
Commerce One, LLC	Paraguay	COMMERCE ONE (design)	13998-2001
1	Faraguay	COMMERCE ONE (design)	13990-2001
(successor to Commerce			
One Inc.)	Ca41a IV	COMMEDCE ONE	2000/12257
Commerce One, LLC	South Korea	COMMERCE ONE	2000/12357
(successor to Commerce			
One Inc.)	0 1 77	001000000000000000000000000000000000000	1000000011
Commerce One, LLC	South Korea	COMMERCE ONE	2000-0001170
(successor to Commerce			
One Inc.)			
One Inc.)			

5

NAI-1502779496v2

	T	1	1
Commerce One, LLC (successor to Commerce One Inc.)	South Korea	COMMERCE ONE (design)	45-2001-2100
Commerce One, LLC (successor to Commerce One Inc.)	Turkey	COMMERCE ONE (design)	2001-011444
Commerce One, LLC (successor to Commerce One Inc.)	Ukraine	COMMERCE ONE (design)	2001063608
Commerce One, LLC (successor to Commerce One Inc.)	Vietnam	COMMERCE ONE (design)	4-2001-02698
Commerce One, LLC (successor to Commerce One Inc.)	Hong Kong	COMMERCE ONE (design)	300002258
Commerce One, LLC (successor to Commerce One Inc.)	Australia	COMMERCE ONE	822090
Commerce One, LLC (successor to Commerce One Inc.)	Australia	COMMERCE ONE (design)	878745
Commerce One, LLC (successor to Commerce One Inc.)	Macao	COMMERCE ONE	N/8260
Commerce One, LLC (successor to Commerce One Inc.)	Macao	COMMERCE ONE (design)	N/8259
Commerce One, LLC (successor to Commerce One Inc.)	Macao	COMMERCE ONE (design)	N/8261
Commerce One, LLC (successor to Commerce One Inc.)	South Africa	COMMERCE ONE	2000-59974
Commerce One, LLC (successor to Commerce One Inc.)	South Africa	COMMERCE ONE	2000/12358
Commerce One, LLC (successor to Commerce One Inc.)	South Africa	COMMERCE ONE (design)	2001/09956
Commerce One, LLC (successor to Commerce One Inc.)	Chile	COMMERCE ONE	531368
Commerce One, LLC (successor to Commerce One Inc.)	Chile	COMMERCE ONE (design)	531369
Commerce One, LLC (successor to Commerce One Inc.)	Peru	COMMERCE ONE	29692
Commerce One, LLC (successor to Commerce One Inc.)	Peru	COMMERCE ONE	129945
Commerce One, LLC (successor to Commerce One Inc.)	Peru	COMMERCE ONE	129996
Commerce One, LLC	Peru	COMMERCE ONE (design)	12997-2001

NAI-1502779496v2 6

(successor to Commerce One Inc.)			
Perfect Commerce, LLC	China	PERFECT	2000079400
Commerce One, LLC (successor to Commerce One Inc.)	China	COMMERCE ONE	2000032254
Commerce One, LLC (successor to Commerce One Inc.)	China	COMMERCE ONE	2001105862
Commerce One, LLC (successor to Commerce One Inc.)	China	COMMERCE ONE (design)	1915801
Perfect Commerce, LLC	India	COMMERCE ONE	938848
Commerce One, LLC (successor to Commerce One Inc.)	India	COMMERCE ONE	935359
Commerce One, LLC (successor to Commerce One Inc.)	Taiwan	PERFECT	89031890
Commerce One, LLC (successor to Commerce One Inc.)	Taiwan	COMMERCE ONE	90023655
Commerce One, LLC (successor to Commerce One Inc.)	Taiwan	COMMERCE ONE	91011688
Commerce One, LLC (successor to Commerce One Inc.)	Taiwan	COMMERCE ONE	90023656
Commerce One, LLC (successor to Commerce One Inc.)	Taiwan	COMMERCE ONE	90023654
Commerce One, LLC (successor to Commerce One Inc.)	Taiwan	COMMERCE ONE	91011667
Commerce One, LLC (successor to Commerce One Inc.)	Taiwan	COMMERCE ONE	8913551
Commerce One, LLC (successor to Commerce One Inc.)	Taiwan	COMMERCE ONE	8913552
Commerce One, LLC (successor to Commerce One Inc.)	Taiwan	Design only	91011666
Commerce One, LLC (successor to Commerce One Inc.)	Argentina	COMMERCE ONE	2342289
Commerce One, LLC (successor to Commerce One Inc.)	Argentina	COMMERCE ONE	2342287
Commerce One, LLC (successor to Commerce One Inc.)	Argentina	COMMERCE ONE	2342288
Commerce One, LLC (successor to Commerce One Inc.)	Bolivia	COMMERCE ONE	SM-2004

7

NAI-1502779496v2

Commerce One II C	Bolivia	COMMERCE ONE	SM-2006
Commerce One, LLC (successor to Commerce	Donvia	COMINIERCE ONE	SIVI-2000
One Inc.)			
Commerce One, LLC	Bolivia	COMMERCE ONE	SM-2005
(successor to Commerce	Donvia	COMMERCE ONE	SW-2003
One Inc.)			
Commerce One, LLC	Colombia	COMMERCE ONE	00.048.679
(successor to Commerce	Coloniola	COMMERCE ONE	00.040.079
One Inc.)			
Commerce One, LLC	Colombia	COMMERCE ONE	00.048.680
(successor to Commerce	Coloniola	COMMERCE ONE	00.040.000
One Inc.)			
Commerce One, LLC	Ecuador	COMMERCE ONE	114538
(successor to Commerce	Leader	COMMERCE ONE	111550
One Inc.)			
Commerce One, LLC	Ecuador	COMMERCE ONE	114536
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Ecuador	COMMERCE ONE	114537
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Paraguay	COMMERCE ONE	13996-2001
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Paraguay	COMMERCE ONE	13998-2001
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Paraguay	COMMERCE ONE	13997-2001
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Saudi Arabia	COMMERCE ONE	71818
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Saudi Arabia	COMMERCE ONE	71819
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Saudi Arabia	COMMERCE ONE	71822
(successor to Commerce			
One Inc.)			
Commerce One, LLC	Singapore	COMMERCE ONE	T00/04864D
(successor to Commerce			
One Inc.)	ļ		
Commerce One, LLC	Singapore	COMMERCE ONE	T01/08460A
(successor to Commerce			
One Inc.)	g:	GOLD ED CT CLT	FF0.1 /0.0 / F.377
Commerce One, LLC	Singapore	COMMERCE ONE	T01/08459H
(successor to Commerce			
One Inc.)	G:	COLOR GED CE CATE	F00/040/2F
Commerce One, LLC	Singapore	COMMERCE ONE	T00/04863F
(successor to Commerce			
One Inc.)	Cinacasas	COMMEDCE ONE	T01/094597
Commerce One, LLC	Singapore	COMMERCE ONE	T01/08458Z
(successor to Commerce			
One Inc.)	Costo Pica	COMMEDCE ONE	01.49677
Commerce One, LLC	Costa Rica	COMMERCE ONE	01.48677

NAI-1502779496v2 8

(successor to Commerce One Inc.)			
Commerce One, LLC (successor to Commerce One Inc.)	Costa Rica	COMMERCE ONE	1.4868
Perfect Commerce, LLC	Indonesia	PERFECT	J00-12332
Commerce One, LLC (successor to Commerce One Inc.)	Indonesia	COMMERCE ONE	J002001 01 2321 12
Commerce One, LLC (successor to Commerce One Inc.)	Indonesia	COMMERCE ONE	D002001 012322-1
Commerce One, LLC (successor to Commerce One Inc.)	Indonesia	COMMERCE ONE	J0013612
Commerce One, LLC (successor to Commerce One Inc.)	Indonesia	COMMERCE ONE	D0013611
Commerce One, LLC (successor to Commerce One Inc.)	U.A.E.	COMMERCE ONE	42934

# **TRADEMARK LICENSES:**

NONE.

NAI-1502779496v2 9