

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM445525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		09/29/2017	Bank: CANADA
RECEIVING PARTY DATA			
Name:	EXACT NORTH AMERICA, LLC		
Street Address:	3600 American Boulevard West		
Internal Address:	Suite 250		
City:	Bloomington		
State/Country:	MINNESOTA		
Postal Code:	55431		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	EXACT SOFTWARE NORTH AMERICA, LLC		
Street Address:	5455 Rings Rd, , OH		
City:	Dublin		
State/Country:	OHIO		
Postal Code:	43017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1893964	JOBBOSS	
Registration Number:	2167794	SHOPBOSS	
Registration Number:	2476124	OFFICEBOSS	
Registration Number:	3211208	JOBBOSS	
Registration Number:	1860315	PROGRESSION	
Registration Number:	1862394	MACOLA	
Registration Number:	3230825	EXACT GLOBE	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			

CH \$190.00 1893964

Phone: 2124464800
Email: hayley.smith@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: Attn Hayley Smith
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	40087-192
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NAME OF SUBMITTER:	Hayley Smith
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SIGNATURE:	//Hayley Smith//
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DATE SIGNED:	10/02/2017
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Total Attachments: 5

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RELEASE OF FIRST LIEN SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF FIRST LIEN SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”), dated as of September 29, 2017 (the “Effective Date”), is made by Royal Bank of Canada, in its capacity as Collateral Agent (the “Agent”), in favor of the grantor parties identified on the signature pages hereto (the “Grantors”).

WHEREAS, pursuant to that certain U.S. Security Agreement, dated as of February 18, 2015, by and among the Agent, each Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “US Security Agreement”) and that certain Intellectual Property Security Agreement, dated as of May 8, 2015, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “IP Security Agreement”), each Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain Collateral;

WHEREAS, pursuant to the US Security Agreement and the IP Security Agreement, each Grantor executed and delivered a Trademark Security Agreement, dated as of May 8, 2015 (the “Trademark Security Agreement”, and together with the US Security Agreement and the IP Security Agreement, the “Security Agreements”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 11, 2015 at Reel/Frame 5513/0448;

WHEREAS, in reliance of the representations and warranties concerning the transactions referenced in that certain Confirmation of Partial Release of Collateral, dated September 29, 2017, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreements, as applicable.

2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth in Schedule 1 attached hereto (the “Released Trademark Collateral”), arising under the Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to each Grantor, as applicable.

3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreements. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreements with respect to all such other collateral, and the Agent’s security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

4. Further Assurances. The Agent agrees to take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by each Grantor, at each Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

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

**ROYAL BANK OF CANADA, acting in its
capacity as Collateral Agent for the Secured
Parties**

By:  _____

Name: Yvonne Brazier

Title: Manager, Agency Services

GRANTORS:

EXACT NORTH AMERICA, LLC

By: 

Name: Onno Krap

Title: CFO

By: 

Name: Alex Braverman

Title: Proxy -Treasurer

EXACT SOFTWARE NORTH AMERICA,
LLC

By: Exact Holding North America, Inc.,
its Member

By: 

Name: Onno Krap

Title: CFO

By: 

Name: Alex Braverman

Title: Proxy -Treasurer

[Signature Page to Release of First Lien Security Interest in Specified Trademarks]

Schedule 1

United States Trademark Registrations

OWNER	REGISTRATION NUMBER	TRADEMARK
EXACT NORTH AMERICA LLC	1893964	<i>JobBOSS</i>
EXACT NORTH AMERICA LLC	2167794	ShopBOSS
EXACT NORTH AMERICA LLC	2476124	OFFICEBOSS (BLOCK)
EXACT NORTH AMERICA LLC	3211208	JOBBOSS (BLOCK)
EXACT SOFTWARE NORTH AMERICA, LLC	1860315	PROGRESSION (BLOCK)
EXACT SOFTWARE NORTH AMERICA, LLC	1862394	MACOLA (BLOCK LETTERS)
EXACT SOFTWARE NORTH AMERICA, LLC	3230825	EXACT GLOBE (BLOCK)