

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM459125

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webster Bank, N.A.		01/23/2018	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Vesta Partners, LLC		
Street Address:	300 First Stamford Place		
Internal Address:	Suite 300		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4009972	QMC	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1775		
NAME OF SUBMITTER:	Scott Kareff (014951-1775)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	01/23/2018		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY RIGHTS**

THIS TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (this "Termination"), is dated as of January 23, 2018 and is made by (a) Webster Bank, N.A., as administrative agent (the "US Administrative Agent") for itself and the other lending institutions (collectively, the "US Lenders") which are party from time to time to the US Credit Agreement defined below (in such capacity, the "US Secured Party") and (b) Webster Bank, N.A., as administrative agent (the "Canadian Administrative Agent") for itself and the other lending institutions (collectively, the "Canadian Lenders") which are party from time to time to the Canadian Credit Agreement defined below (in such capacity, the "Canadian Secured Party") to Vesta Partners, LLC, a Connecticut limited liability company with a business address at 300 First Stamford Place, Suite 300, Stamford, CT 06902 (the "Grantor").

WHEREAS, pursuant to (a) that certain Credit Agreement, dated as of December 1, 2012 by and among DeyFischer Consulting Inc., a Delaware corporation and Vesta Partners, Inc., a Delaware corporation (collectively, the "US Borrowers"), the US Lenders and the US Secured Party (as amended and in effect from time to time, the "US Credit Agreement"), and (b) that certain Credit Agreement, dated as of December 1, 2012 by and among Vesta Partners Canada, Inc. (f/k/a VPC Acquisition Inc.), a corporation existing under the laws of British Columbia (the "Canadian Borrower"), the Canadian Lenders and the Canadian Secured Party (as amended and in effect from time to time, the "Canadian Credit Agreement" and, collectively, with the US Credit Agreement, the "Credit Agreements");

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of December 1, 2012, made by Grantor in favor of the US Secured Party and the Canadian Secured Party (collectively, the "Secured Parties") (as amended and in effect from time to time, the "Security Agreement"; defined terms used herein without definition shall have the meanings assigned to them in the Security Agreement), a security interest and lien was granted by the Grantor to the Secured Parties in certain collateral, including Intellectual Property (as defined in the Security Agreement);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 3, 2012, at Reel 4911 and Frame 0819;

WHEREAS, the Obligations under the Credit Agreements have been indefeasibly satisfied in full, the Secured Parties' obligation to make Credit Extensions under the Credit Agreements have terminated, and the Secured Parties now desire to release liens granted in favor of the Security Parties pursuant to the Security Agreement and terminate the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, the Secured Parties hereby state as follows:

1. Definitions. The term "Trademarks," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto. The term "Copyrights," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the copyrights listed on Schedule A hereto. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Security Agreement.

2. Release of Security Interest. The Secured Parties hereby terminate the Security Agreement and terminate, release and discharge their security interest and lien upon the Intellectual Property, including, without limitation, with respect to the Trademarks and the Copyrights.

3. Recordation. The Secured Parties hereby authorize the Grantor or any of their authorized representatives to file this Termination with the United States Patent and Trademark Office and the United States Copyright Office. The Secured Parties hereby further authorize and request that the Commissioner for Trademarks and the Register of Copyrights record this Termination.

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[Signature page follows]

IN WITNESS WHEREOF, the Secured Parties have caused this Termination to be executed by their duly authorized officer as of the date first written above.

US SECURED PARTY AND CANADIAN SECURED PARTY:

WEBSTER BANK, N.A.

By: 
Name: Annie Fisher
Title: Director

Schedule A

Trademarks; Trademark Licenses

<u>Trademark</u>	<u>Registration #/ Application #</u>	<u>Registration Date/ Application Date</u>	<u>Owner:</u>
QMC	4009972	08/09/2011	Vesta Partners, LLC

Patents; Patent Licenses

<u>Patent</u>	<u>Registration #/ Application #</u>	<u>Registration Date/ Application Date</u>	<u>Owner:</u>
None.			

Copyrights; Copyright Licenses

<u>Copyright</u>	<u>Registration</u>	<u>Registration Date</u>	<u>Owner:</u>
Optimizing enterprise asset management flow chart	TX0006605924	03/29/2007	Vesta Partners, LLC