

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM476251

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE OF TRADEMARKS	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MONROE CAPITAL MANAGEMENT ADVISORS, LLC		05/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	VALIDITY INC.		
Street Address:	200 Clarendon Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Corporation: ONTARIO;		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87780206	CRMFUSION	
Serial Number:	87780084	DEMANDTOOLS	
Serial Number:	87780057	DUPEBLOCKER	
Serial Number:	87780126	PEOPLEIMPORT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-318-6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	c/o Paul Hastings LLP		
Address Line 2:	200 Park Avenue, 28th Floor		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/ag/		
DATE SIGNED:	05/31/2018		
Total Attachments: 4			

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RELEASE OF TRADEMARKS

THIS RELEASE OF GRANT OF SECURITY INTEREST IN TRADE-MARKS (this "Release"), dated as of May 31, 2018, is made by MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company, as lead arranger and administrative agent ("Grantee"), in favor of VALIDITY INC. (f/k/a CRMFUSION INC.), an Ontario corporation ("Grantor"), as follows:

WITNESSETH:

WHEREAS, reference is made to the Credit Agreement dated as of February 21, 2018 (as amended, restated, supplemented or otherwise modified to date, the "Credit Agreement"), by and among the Grantor, certain of its affiliates, the Lenders, and the Grantee.

WHEREAS, the Grant of Security Interest in Trade-Marks was recorded in the Trademark Division of the United States Patent and Trademark Office on February 21, 2018, at Reel 6276, Frame 0755 (the "Trademark Security Agreement"); and

WHEREAS, Grantee now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, Grantee hereby agrees as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest in, to and under the Trademarks listed on Schedule 1 hereto. Capitalized terms not defined herein have the meanings set forth in the Credit Agreement and the Trademark Security Agreement.

2. Release of Security Interest. Grantee, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby terminates, cancels and releases, in its entirety, for the benefit of Grantor, and its successors and assigns to the Trademark Collateral, the security interest in the Trademark Collateral and any and right, title and interest of Grantee in the Trademark Collateral shall hereby terminate, cease and become void.

3. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks record this Release.

4. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a mutually signed counterpart of this Release.

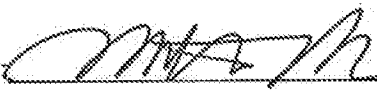
5. Further Assurances. From time to time after the date hereof, upon Grantor's reasonable request, Grantee agrees to provide Grantor with any information and additional authorization and documentation necessary to effect the release of Grantee's security interest in the Trademark Collateral (without recourse, representation or warranty and at Grantor's sole cost and expense).

6. Governing Law. THIS RELEASE IS GOVERNED BY THE INTERNAL LAWS OF TH STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release of Grant of Security Interest in Trade-Marks by its duly authorized officer as of the date first above written.

MONROE CAPITAL MANAGEMENT ADVISORS,
LLC, as Grantee

By: 
Name: *MATTHEW R. KANE*
Title: *MANAGING DIRECTOR*

[Signature Page to Release of Trademarks]

TRADEMARK
REEL: 006341 FRAME: 0949

Schedule 1

TRADEMARKS

Canadian Trademarks (owned by CRMfusion Inc.)

Trademark	App. No.	Reg. No.	Wares/Services
CRMFUSION	1697052	TMA919219	Nice Class 45
DEMANDTOOLS	1592716	TMA875326	Nice Class 9
DUPEBLOCKER	1592715	TMA875325	Nice Class 9
PEOPLEIMPORT	1592717	TMA875324	Nice Class 9

U.S. Trademark Applications (owned by CRMfusion Inc.):

Trademark	Serial No.	Filing Date
CRMFUSION	87780206	February 1, 2018
DEMANDTOOLS	87780084	February 1, 2018
DUPEBLOCKER	87780057	February 1, 2018
PEOPLEIMPORT	87780126	February 1, 2018