# CH \$40.00 505593

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM480997

Stylesheet Version v1.2

| SUBMISSION TYPE:      | NEW ASSIGNMENT               |  |
|-----------------------|------------------------------|--|
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |  |

### **CONVEYING PARTY DATA**

| Name  | Formerly | Execution Date | Entity Type             |
|---|----------|----------------|-------------------------|
| Taproot Partners, Inc. f/k/a HP Capital Resources, Ltd. |          | 05/23/2018     | Corporation: CALIFORNIA |

### **RECEIVING PARTY DATA**

| Name:             | Gladstone Capital Corporation |  |
|-------------------|-------------------------------|--|
| Street Address:   | 521 Westbranch Drive          |  |
| Internal Address: | Suite 100                     |  |
| City:             | McLean                        |  |
| State/Country:    | VIRGINIA                      |  |
| Postal Code:      | 22102                         |  |
| Entity Type:      | Corporation: MARYLAND         |  |

### **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark         |  |
|----------------------|---------|-------------------|--|
| Registration Number: | 5055939 | TAP ROOT PARTNERS |  |

### **CORRESPONDENCE DATA**

**Fax Number:** 2024083141

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:** 2024083141

**Email:** jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW Address Line 4: Washington, D.C. 20005

| ATTORNEY DOCKET NUMBER: | 286213        |
|-------------------------|---------------|
| NAME OF SUBMITTER:      | Jean Paterson |
| SIGNATURE:              | /jep/         |
| DATE SIGNED:            | 07/09/2018    |

### **Total Attachments: 3**

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> TRADEMARK REEL: 006375 FRAME: 0206

900457451

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "<u>Termination and Release</u>") dated as of May <u>23</u>, 2018 from **Taproot Partners**, **Inc.** fka HP Capital Resources, Ltd., a California corporation ("<u>Debtor</u>"), in favor of **Gladstone Capital Corporation**, a Maryland corporation ("<u>Secured Party</u>").

### WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement dated April 25, 2017 in favour of the Secured Party and recorded in the records of the United States Patent and Trademark Office on April 26, 2017 at Reel 6043, Frame 0071 (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time prior to the date hereof, the "<u>Trademark Agreement</u>"), a security interest (the "<u>Security Interest</u>") was granted by the Debtor to the Secured Party in the Trademark Collateral, including Trademarks identified on <u>Schedule 1</u> attached hereto (as hereinafter defined);

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

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 and Release, the Secured Party hereby agrees and acknowledges as follows:

- 1. <u>Definitions</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Agreement or, if not defined therein, in the Security Agreement.
- 2. <u>Release of Security Interest</u>. The Secured Party hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and assigns to the Debtor, without recourse, all of the Secured Party's right, title and interest in the Trademarks, and any right, title or interest of the Secured Party in such Trademark shall hereby cease and be void. The Secured Party understands and agrees that this Agreement may be recorded by or for the Debtor with the Trademark Division of the United States Patent and Trademark Office (the "<u>USPTO</u>") or any similar office or agency.
- 3. <u>Further Assurances</u>. Upon request by the Debtor, the Secured Party hereby agrees to duly execute, acknowledge and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EAST\153956110. 11 DB1/ 95395147.6 IN WITHESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

DEBTOR:

TAPROOT PARTNERS, INC. fka HB Capital Resources, Ltd.

By:

Name: Richard Watson Title: Chief Financial Officer

SECURED PARTY:

GLADSTONE CAPITAL CORPORATION

Name: John Sateri

Title: Managing Director

## **SCHEDULE 1.1**

# TRADEMARK COLLATERAL

| Mark              | App. No.  | Filing<br>Date | Reg. No.  | Reg<br>Date |
|-------------------|-----------|----------------|-----------|-------------|
| TAP root partners | 86/737897 | 8/26/15        | 5,055,939 | 10/4/16     |

DB1\(\)\$958953567.60.1

**RECORDED: 07/09/2018** 

TRADEMARK REEL: 006375 FRAME: 0209