

900459390 07/23/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM483013

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Macquarie Capital Funding LLC		07/23/2018	Limited Liability Company: DE

RECEIVING PARTY DATA

Name:	Aptos, Inc.
Street Address:	945 East Paces Ferry Road
Internal Address:	Suite 2500
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	Corporation: NEW YORK
Name:	Shopvisible, LLC
Street Address:	945 East Paces Ferry Road
Internal Address:	Suite 2500
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	Limited Liability Company: GEORGIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1371037	APROPOS
Registration Number:	1970981	APROPOS
Registration Number:	4976588	APTOS
Registration Number:	4976589	APTOS
Registration Number:	3481063	CRS RETAILSTORE
Serial Number:	85962934	B2X COMMERCE
Registration Number:	4834836	SHOPVISIBLE
Registration Number:	3535925	SHOPVISIBLE

CORRESPONDENCE DATA

Fax Number: 2024083141

CH \$215.00 1371037

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:	316108-10
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	07/23/2018

Total Attachments: 7
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of July 23, 2018 (the “Effective Date”), is made by MACQAURIE CAPITAL FUNDING LLC, in its capacity as Administrative Agent (the “Agent”), in favor of SHOPVISIBLE, LLC (“Shopvisible”) and APTOS, INC. (“Aptos” and, together with Shopvisible, the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement, dated as of September 1, 2016, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, (i) Aptos executed and delivered a Copyright Security Agreement, dated as of September 1, 2016 (as modified by that certain Notice of Succession of Agency, dated as of October 2, 2017 (the “Notice of Succession of Agency”), by and between UBS AG, Stamford Branch, as Prior Agent (as defined therein) and Macquarie Capital Funding LLC, as Successor Agent (as defined therein) and recorded with the United States Copyright Office on October 4, 2017 at Volume/Document 9950/951, the “Copyright Security Agreement”), for recordal with the United States Copyright Office, (ii) Aptos executed and delivered a Patent Security Agreement, dated as of June 19, 2017 (as modified by the Notice of Succession of Agency and recorded with the United States Patent and Trademark Office on October 2, 2017 at Reel/Frame 044049/0479, the “Patent Security Agreement”), for recordal with the United States Patent and Trademark Office and (iii) the Grantors executed and delivered a Trademark Security Agreement, dated as of September 1, 2016 (as modified by the Notice of Succession of Agency and recorded with the United States Patent and Trademark Office on October 2, 2017 at Reel/Frame 6169/0149, the “Trademark Security Agreement” and, together with the Copyright Security Agreement and Patent Security Agreement, the “Intellectual Property Security Agreements”), for recordal with the United States Patent and Trademark Office;

WHEREAS, (i) the Copyright Security Agreement was recorded with the United States Copyright Office on October 24, 2016 at Volume/Document 9941/762, (ii) the Patent Security Agreement was recorded with the United States Patent and Trademark Office on June 20, 2017 at Reel/Frame 042754/0098 and (iii) the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 20, 2016 at Reel/Frame 5905/0627;

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 Agreement or the Intellectual Property Security Agreements, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to (i) the Copyright Collateral, including the copyright registrations and applications set forth Schedule A attached hereto, (ii) the Patent Collateral, including the patents and patent applications set forth Schedule B attached hereto and (iii) the Trademark Collateral, including the trademark registrations and applications set forth Schedule C attached hereto, in each case, arising under the Security Agreement and the applicable Intellectual Property Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Copyright Collateral, Patent Collateral and Trademark Collateral under the Intellectual

Property 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 the Grantors.

3. Termination. The Agent, without representation or warranty of any kind, hereby terminates and cancels each of the Intellectual Property Security Agreements.

4. Further Assurances. The Agent agrees to take all further actions, and provide to each Grantor and their respective 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 such Grantor, at such 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 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:

[Signature pages follow]

**MACQUARIE CAPITAL FUNDING LLC,
acting in its capacity as Collateral Agent for
the Lenders**

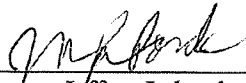
By: 
Name: Ayesha Farooqi
Title: Authorized Signatory

By: 
Name: Lisa Grushkin
Title: Authorized Signatory


[Signature Page to IP Release]

GRANTORS:

APTOS, INC.

By: 
Name: Jeffrey Laborde
Title: Treasurer

SHOPVISIBLE, LLC

By: 
Name: Jeffrey Laborde
Title: Treasurer

[Signature Page to IP Release]

TRADEMARK
REEL: 006412 FRAME: 0424

Schedule A

Copyright Succession of Agency filed 10/04/2017 at Vol. 9950, Doc. No. 951

Registered owner/ Grantor	Title of Work	Registration No.
Aptos, Inc.	Bizapps time and attendance module	TX3692939
Aptos, Inc.	Bizapp night operator module	TX3692941
Aptos, Inc.	IBM retail application/DOS version 1, release 0	TX3700176
Aptos, Inc.	4684 V6.1 Point of sale system	TX3700183
Aptos, Inc.	Bizapps deal price management module	TX3701664
Aptos, Inc.	Bizapps inventory data interchange module – version 6.1	TX3769362
Aptos, Inc.	IBM retail application/DOS— store calendar feature	TX3799760
Aptos, Inc.	HMAIL: electronic mail home office operations menu : V6.1	TX3799761
Aptos, Inc.	IBM retail application/DOS night operator feature	TX3799762
Aptos, Inc.	IBM retail application/DOS: version 1, release 0	TX3799763
Aptos, Inc.	IBM retail application/DOS – installation configuration feature	TX3799764
Aptos, Inc.	IBM retail application/DOS version 1, release 0	TX3835220
Aptos, Inc.	IBM retail application/DOS promotional events feature	TX3838973
Aptos, Inc.	IBM retail application/DOS. Version 1, release 0	TX3896461
Aptos, Inc.	QCONFIG.C	TX3926368

Schedule B

Release of Patent Succession of Agency recorded October 2, 2017 at Reel/Frame 044049/0479

Registered owner/ Grantor	Patent Title	Patent No. or Application No.
Aptos, Inc.	SYSTEMS AND METHODS FOR POINT OF SALE DATA SYNCHRONIZATION	62491763 April 28, 2017

Schedule C

Release of Trademark Succession of Agency recorded October 2, 2017 at Reel/Frame 6169/0149

Registered owner/ Grantor	Trademark	Country	Registration No. or Application No.
Aptos, Inc.	APROPOS	U.S.	1371037 11/19/1985
Aptos, Inc.	APROPOS	U.S.	1970981 04/30/1996
Aptos, Inc.	APTOS	U.S.	4976588 6/14/2016
Aptos, Inc.	APTOS	U.S.	4976589 6/14/2016
Aptos, Inc.	CRS RETAILSTORE	U.S.	3481063 08/05/2008
Shopvisible, LLC	B2X COMMERCE	U.S.	85/962934 06/18/2013
Shopvisible, LLC	SHOPVISIBLE	U.S.	4834836 10/20/2015
Shopvisible, LLC	SHOPVISIBLE	U.S.	3535925 11/25/2008
Aptos, Inc.	APTOS	Canada	1740713 08/06/2015
Aptos, Inc.	APTOS	Canada	1740714 8/6/2015