ETAS ID: TM489476

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Release of the Security Interest recorded at Reel/Frame 5184/0324

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Western Alliance Bank (successor in interest to Bridge Bank, National Association)		09/10/2018	Corporation: ARIZONA

#### RECEIVING PARTY DATA

Name:	Ascentis Corporation		
Street Address:	11995 Singletree Lane, Suite 400		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Corporation: DELAWARE		

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2247713	ASCENTIS
Registration Number:	2276346	HROFFICE

### CORRESPONDENCE DATA

Fax Number: 3128622200

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: 312-862-6371

Email: renee.prescan@kirkland.com

**Correspondent Name:** Renee Prescan

300 North LaSalle Street Address Line 1: Address Line 2: Kirkland & Ellis LLP Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	43107-2 rmp
NAME OF SUBMITTER:	Renee M. Prescan
SIGNATURE:	/Renee M. Prescan/
DATE SIGNED:	09/11/2018

**Total Attachments: 3** 

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**TRADEMARK** REEL: 006434 FRAME: 0669

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TRADEMARK REEL: 006434 FRAME: 0670

#### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Termination and Release") is granted as of September 10, 2018 by WESTERN ALLIANCE BANK (as successor in interest to BRIDGE BANK, NATIONAL ASSOCIATION), as Administrative Agent (the "Grantee"), in favor of ASCENTIS CORPORATION, a Delaware corporation ("Grantor"). Capitalized terms used but not otherwise defined in this Termination and Release shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

WHEREAS, reference is made to (i) the Loan and Security Agreement, dated as of December 31, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified to the date hereof, the "Credit Agreement"), by and among the Grantor and the Grantee and (ii) the Intellectual Property Security Agreement, dated as of December 31, 2013, made by Grantor in favor of Grantee (the "Trademark Security Security").

WHEREAS, the Trademark Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on December 31, 2013, at Reel 5184, Frame 0324;

WHEREAS, the Grantor has requested that the Grantee hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of the Grantee in, to and under all of the Trademarks (as defined in the Trademark Security Agreement); and

WHEREAS, the Grantor has requested that the Grantee provide a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its security interests in and liens on the Trademarks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby:

- 1. releases, terminates and discharges all liens and security interests in, and reassigns to the Grantor all right, title and interest to and under the Trademarks, including, without limitation, those Trademark registrations and Trademark applications identified in Schedule 1 hereto;
- 2. authorizes and requests that this Termination and Release be recorded at the United States Patent and Trademark Office; and
- agrees that it shall, and at Grantor's, or its respective successor's or assign's, reasonable
  request and at Grantor's expense, execute, acknowledge and deliver to Grantor all further
  releases and other documents, and take all other actions necessary or reasonably desirable for the
  release of such security interest.

THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TERMINATION AND RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Signature page follows this page.]

TRADEMARK REEL: 006434 FRAME: 0671 IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WESTERN ALLIANCE BANK (AS SUCCESSOR IN INTEREST TO BRIDGE BANK, NATIONAL ASSOCIATION), as Bank

Name

Title:

# SCHEDULE I

# TO

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

Title Of Mark	Serial Number	Registration Number	***************************************
ASCENTIS	75466175	2247713	4/10/1998
HROFFICE	75221732	2276346	1/6/1997

TRADEMARK REEL: 006434 FRAME: 0673

**RECORDED: 09/11/2018**