

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation, as successor Agent to Pacific Western Bank (as successor to CapitalSource Bank)		09/25/2018	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Empirix Inc.		
Street Address:	600 Technology Park Drive		
City:	Billerica		
State/Country:	MASSACHUSETTS		
Postal Code:	01821		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4019328	EMPIRIX	
Registration Number:	3058740	EMPIRIX	
Registration Number:	4393219	EMPIRIX	
Registration Number:	3880596	HAMMER EDGE	
Registration Number:	4237430		
Registration Number:	2770123	HAMMER ON-CALL	
Registration Number:	2088739	HAMMER TECHNOLOGIES	
Registration Number:	2860709	ONESIGHT	
Registration Number:	2823871	VOICE WATCH	
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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. Box 2828		
TRADEMARK			

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Address Line 4:	Chicago, ILLINOIS 60690-2828
ATTORNEY DOCKET NUMBER:	18596893
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	09/26/2018
Total Attachments: 3 source=20aTrademarkSecurityAgreementReleaseFirstLienAgentAres#page1.tif source=20aTrademarkSecurityAgreementReleaseFirstLienAgentAres#page2.tif source=20aTrademarkSecurityAgreementReleaseFirstLienAgentAres#page3.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of September 25, 2018, by Ares Capital Corporation, as successor Agent to Pacific Western Bank (as successor to CapitalSource Bank) (in such capacity, the “Grantee”).

W I T N E S S E T H:

WHEREAS, Empirix Inc. (the “Grantor”), the other grantors from time to time party thereto and the Grantee entered into that certain Security Agreement dated as of November 1, 2013 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor and Grantee entered into that certain Trademark Security Agreement dated as of November 1, 2013 (the “Trademark Security Agreement”; capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Trademark Security Agreement), in each case, pursuant to which Grantor granted a continuing security interest in the Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Grantee, including the Trademarks set forth on Schedule 1 attached hereto;

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on November 14, 2013 at Reel 5154, Frame 0150; and

WHEREAS, Grantor has requested that Grantee release its security interest in the Trademark Collateral (as defined below) and reassign any and all rights in the same to Grantor.

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

1. Grantee hereby releases its security interest in all of Grantor’s right, title and interest in, to and under the following (collectively the “Trademark Collateral”):

(i) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(ii) renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, any and all of Grantee’s right, title and interest in and to the Trademark Collateral, and authorizes the recordation of this Trademark Release and Reassignment with the United States Trademark Office at the expense of the Credit Parties.

[Signature Page Follows]

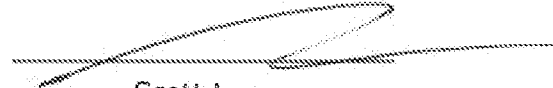
IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ARES CAPITAL CORPORATION

By:

Name:





Title:



Scott Lem

Authorized Signatory

SCHEDULE 1
TRADEMARKS

Owner	Trademark	Jurisdiction	Application No./ Filing Date	Reg. No./ Reg. Date
Empirix Inc. Del. corp.	EMPIRIX and Design 	State of Massachusetts	—	61363 4/3/2002
Empirix Inc. Del. corp.	EMPIRIX	U.S.	85/235761 2/7/2011	4019328 8/30/2011
Empirix, Inc.	EMPIRIX	U.S.	78/431041 6/7/2004	3058740 2/14/2006
Empirix Inc. Del. corp.	EMPIRIX and Design 	U.S.	85/553842 2/27/2012	4393219 8/27/2013
Empirix Inc.	HAMMER EDGE	U.S.	77/658027 1/28/2009	3880596 11/23/2010
Empirix Inc.	Hammer Head Design 	U.S.	85/586923 4/2/2012	4237430 11/6/2012
Empirix Inc.	HAMMER ON-CALL	U.S.	76/402012 5/1/2002	2770123 9/30/2003
Empirix Inc.	HAMMER TECHNOLOGIES and Design 	U.S.	75/048609 1/25/1996	2088739 8/19/1997
Empirix Inc.	ONESIGHT	U.S.	76/311985 9/6/2001	2860709 7/6/2004
Empirix Inc.	VOICE WATCH	U.S.	76/388167 3/27/2002	2823871 3/16/2004