

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491559

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stellus Capital Investment Corporation		09/25/2018	Corporation: MARYLAND

## RECEIVING PARTY DATA

<b>Name:</b>	Empirix Inc.
<b>Street Address:</b>	600 Technology Park Drive
<b>City:</b>	Billerica
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01821
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4769323	INTELLISIGHT
Registration Number:	4594244	INTELLISIGHT
Serial Number:	86893107	
Serial Number:	86893155	INTELLISIGHT
Serial Number:	86893248	HAMMER
Serial Number:	86893270	
Serial Number:	86893315	HAMMER
Serial Number:	85967868	HOLISTIX

## CORRESPONDENCE DATA

Fax Number:

*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: 3127018637  
 Email: IPDocket@mayerbrown.com  
 Correspondent Name: William R. Siegel, Mayer Brown LLP  
 Address Line 1: P.O. Box 2828  
 Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER: 18596893

TRADEMARK

REEL: 006445 FRAME: 0073

900467667

CH \$215.00 4769323

<b>NAME OF SUBMITTER:</b>	William R. Siegel
<b>SIGNATURE:</b>	/william r siegel/
<b>DATE SIGNED:</b>	09/26/2018
<b>Total Attachments: 3</b> source=21IPSecurityAgreementReleaseAgreements#page8.tif source=21IPSecurityAgreementReleaseAgreements#page9.tif source=21IPSecurityAgreementReleaseAgreements#page10.tif	

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September \_\_, 2018 (“Release”), is made by Stellus Capital Investment Corporation, as Agent (“Agent”), in favor of Empirix, Inc., a Delaware corporation (“Grantor”).

**WHEREAS**, pursuant to that certain Second Lien Security Agreement dated as of November 1, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantor, Agent, and others party thereto and the Trademark Security Agreement dated as April 27, 2017 (“Trademark Security Agreement”) by and among the Grantor and Agent, Grantor mortgaged, pledged and hypothecated to the Agent for the benefit of the Lender Parties and the other Indemnified Persons (collectively, the “Secured Parties”), and grants to the Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral; and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on April 27, 2017 at Reel 6043 Frame 0437.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and Lien on and security interest in, Grantor’s right, title, and interest in, to, and under all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Trademark Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

STELLUS CAPITAL INVESTMENT CORPORATION,  
as Existing Agent

By: 

Name: Todd Huskinson

Title: Authorized Signatory

[Signature Page to Termination and Release of Security Interest in Trademarks]

**Schedule A**

**Empirix, Inc.  
(Delaware Corporation)**

**U.S. Trademarks**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
INTELLISIGHT	4769323	07/07/15
INTELLISIGHT	4594244	08/26/14

**Trademark Applications**

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
Design Only	86893107	02/01/16
INTELLISIGHT	86893155	02/01/16
HAMMER	86893248	02/01/16
Design Only	86893270	02/01/16
HAMMER	86893315	02/01/16
HOLISTIX	85967868	06/24/13