

### 900465742 09/11/2018

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM489564

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Asset Control International B.V.		9/10/2018	Besloten Vennootschap Met Beperkte Aansprakelijkheid (Bvba): NETHERLANDS
Asset Control Ireland Limited		9/10/2018	Limited Liability Company: IRELAND

### RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance (UK) Limited		
Street Address:	4th Floor, 90 Long Acre		
City:	London		
State/Country:	ENGLAND		
Postal Code:	WC2E 9RA		
Entity Type:	Private Limited Company: ENGLAND		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number.	Word Mark
Registration Number:	4118960	AC INVEST
Registration Number:	2547754	ASSET CONTROL

### **CORRESPONDENCE DATA**

Fax Number:

7146686355

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:

(714) 668-6255

Email:

sunnyelee@paulhastings.com

Correspondent Name:

Sunny E. Lee

Address Line 1:

695 Town Center Drive, 17th FL

Address Line 2:

c/o Paul Hastings LLP

Address Line 4:

Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Sunny E. Lee	
SIGNATURE:	/s/ Sunny E. Lee	
DATE SIGNED:	09/11/2018	
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**Total Attachments: 4** 

TRADEMARK REEL: 006462 FRAME: 0641

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of September 10, 2018 ("Effective Date") by WELLS FARGO CAPITAL FINANCE (UK) LIMITED ("Wells Fargo"), in its capacity as administrative agent for the Lender Group and the Bank Product Providers, as such terms are defined in the below defined Credit Agreement (together with its successors and permitted assigns in such capacity, the "Grantee"), in favor of ASSET CONTROL INTERNATIONAL B.V., a bestoten vennootschap met beperkte aansprakelijkheid organized and existing under the laws of the Netherlands ("Asset Control International"), and ASSET CONTROL IRELAND LIMITED, a limited liability company incorporated under the laws of Ireland with registered number 437520 ("Irish Borrower", and together with Asset Control International, each a "Grantor" and collectively, the "Grantors").

WHEREAS, reference is made to: (a) that certain Credit Agreement dated as of September 16, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among ASSET CONTROL LUX HOLDINGS S.à R.L., a private limited liability company (société à responsabilité limitée), incorporated under the laws of Luxembourg, having its registered office at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg and in the process of being registered with the Registre de commerce et des sociétés, Luxembourg ("Parent"), ASSET CONTROL HOLDINGS II B.V., a besloten vennootschap met beperkte aansprakelijkheid organized and existing under the laws of the Netherlands ("ACH II"), ASSET CONTROL HOLDINGS B.V., a besloten vennootschap met beperkte aansprakelijkheid organized and existing under the laws of the Netherlands ("Asset Control"), Asset Control International, Irish Borrower, and ASSET CONTROL IRELAND II LIMITED, a limited liability company incorporated under the laws of Ireland with registered number 573394 ("Irish Borrower II"; and together with ACH II, Asset Control, Asset Control International and Irish Borrower, each individually, a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as Lenders (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Wells Fargo, as the sole arranger, and as the sole book runner; and (b) that certain Guaranty and Security Agreement, dated as of September 16, 2016 (as amended, restated, supplemented and otherwise modified from time to time, the "Guaranty and Security Agreement"), by and among the Grantors, certain of the Grantors' affiliates, and Grantee;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of September 16, 2016, which was recorded with the United States Patent and Trademark Office on September 16, 2016 at Reel 5878, Frame 0287 (as amended, restated, supplemented, or otherwise modified and in effect from time to time, the "Trademark Security Agreement"; initially capitalized terms used but not defined herein shall have the meanings given to such terms in the Trademark Security Agreement), by and among Grantors and Grantee, the Grantors granted to Grantee a security interest in all of the Grantors' right, title and interest in and to the Trademark Collateral; and

WHEREAS, Grantee now desires to release its Security Interest in the Trademark Collateral, including, without limitation, the Trademarks listed on <u>Schedule 1</u> hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Without representation or warranty of any kind or nature, Grantee hereby terminates, releases, and discharges its Security Interest in the Trademark Collateral granted pursuant to the

Trademark Security Agreement, and reassigns to Grantors all right, title, and interest of Grantee in the Trademark Collateral pursuant to the Trademark Security Agreement.

2. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantors' expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

[Signature page follows]

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IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO CAPITAL FINANCE (UK) LIMITED,

as Grantee

By: Name:

Title:

SALDANHA

AUTHORISED SIGNATORY

[SIGNATURE PAGE TO TRADEMARK TERMINATION AND RELEASE]

### **SCHEDULE 1**

to

# TERMINATION AND RELEASE OF SECURITY INTEREST IN THE TRADEMARK COLLATERAL

## **Trademark Registrations/Applications**

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Asset Control	USA	AC PLUS	Serial No.	Filing Date:
International B.V.			79188028,	February 4, 2016
			International	
			Registration No.	
			1300234	
Asset Control	USA	AC INVEST	Serial No.	Registration Date:
Ireland Limited			77866863,	March 27, 2012
			Registration No.	
			4118960	
Asset Control	USA	ASSET	Serial No.	Registration Date:
Ireland Limited		CONTROL	75612426,	March 12, 2002
			Registration No.	
			2547754	

## **Common Law Trademarks**

**GOLDEN COPY** 

ASSET CONTROL

ASSET

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**RECORDED: 09/11/2018**