900472715 11/05/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM496765

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST	
RESUBMIT DOCUMENT ID:	900467672
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stellus Capital Investment Corporation		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:

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

900472715 REEL: 006475 FRAME: 0057

Address Line 4: Chic	ago, ILLINOIS 60690-2828	
ATTORNEY DOCKET NUMBER:	18596893	
NAME OF SUBMITTER:	william R. Siegel	
SIGNATURE:	/william r siegel/	
DATE SIGNED:	11/05/2018	
Total Attachments: 3		
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source=StellusRelease#page2.tif		
source=StellusRelease#page3.tif		

TRADEMARK REEL: 006475 FRAME: 0058

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of September 252018 ("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 November 1, 2013 ("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 November 5, 2013 at Reel 5146 Frame 0589.

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. <u>Defined Terms</u>. 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. <u>Termination and Release</u>. 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.

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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

Name: Title:

Todd Huskinson

Authorized Signatory

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

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Schedule A

Empirix Inc. (Delaware Corporation)

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
EMPIRIX	4019328	08/30/11
EMPIRIX	3058740	02/14/06
EMPIRIX and Design	4393219	08/27/13
HAMMER EDGE	3880596	11/23/10
Hammer Head Design	4237430	11/06/12
HAMMER ON-CALL	2770123	09/30/03
HAMMER TECHNOLOGIES and Design	2088739	08/19/97
ONESIGHT	2860709	07/06/04
VOICE WATCH	2823871	03/16/04

U.S. State Trademark

Registered Mark

State		Wirk	Reg No.	
MA	EMPIRIX		61363	04/05/02

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