

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLD HILL CAPITAL 2008, LP		10/31/2018	ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	PLUM CHOICE, INC.		
Street Address:	900 Chelmsford Street		
City:	Lowell		
State/Country:	MASSACHUSETTS		
Postal Code:	01851-8100		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3605192	PLUMCHOICE	
Registration Number:	3814978	SAFELINK	
Registration Number:	3640585	THE ULTIMATE TECHNOLOGY SERVICE EXPERIEN	
Registration Number:	4328601	SERVICETECHZONE	
Registration Number:	4166604	REINVENTING TECHNOLOGY CARE	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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:	6175701000		
Email:	SAllirampersad@goodwinlaw.com		
Correspondent Name:	GOODWIN PROCTER LLP		
Address Line 1:	100 Northern Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	125857-280086		
NAME OF SUBMITTER:	Shaleena Alli-Rampersad/Paralegal		
SIGNATURE:	/Shaleena Alli-Rampersad/		
DATE SIGNED:	11/01/2018		

OP \$140.00 3605192

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made this 31st day of October, 2018 (the "Release Date") by Gold Hill Capital 2008, LP (the "Secured Party"), for the benefit of PlumChoice, Inc., a Delaware corporation (the "Debtor").

WHEREAS, the Debtor has entered into that certain Loan and Security Agreement, dated as of May 3, 2011 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, the Debtor has entered into that certain Intellectual Property Security Agreement, dated as of May 3, 2011 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor, including, without limitation, all trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (the "Marks");

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office (the "USPTO") notices of security interests in the Marks; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Credit Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Marks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Marks granted by the Debtor under the Security Agreement.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.

3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement and/or the Security Agreement, as applicable.

[Signature pages follow]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

GOLD HILL CAPITAL 2008, LP

By: Gold Hill Capital 2008, LLC, General Partner

By: _____
Name: Sean Lynden
Title: Manger

COMMONWEALTH OF
MASSACHUSETTS)
COUNTY OF SUFFOLK) ss.

On this 31st day of October, 2018, before me personally appeared Sean Lynden, to me known, who, being by me duly sworn, declared that he is a _____ of _____, the national banking association described in and which has executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the national banking association therein named; and that the foregoing constitutes the free act and deed of said national banking association.

B. Houston

Notary Public
My commission expires: Jan. 17, 2020

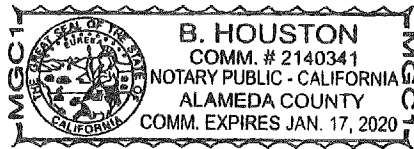


EXHIBIT A**The Marks**

1. US Trademarks

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
PLUMCHOICE	77422677	March 14, 2008	3605192	April 14, 2009	PlumChoice, Inc.
SAFELINK	77357709	December 21, 2007	3814978	July 06, 2010	PlumChoice, Inc.
THE ULTIMATE TECHNOLOGY SERVICE EXPERIENCE	77357714	December 21, 2007	3640585	June 16, 2009	PlumChoice, Inc.
SERVICETECHZONE	77933612	February 11, 2010	4328601	April 30, 2013	PlumChoice, Inc.
REINVENTING TECHNOLOGY CARE	85299412	April 19, 2011	4166604	July 03, 2012	PlumChoice, Inc.

2. Canadian Trademarks

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
PLUMCHOICE	1410711	TMA820051	March 15, 2012	PlumChoice, Inc.
THE ULTIMATE TECHNOLOGY SERVICE EXPERIENCE	1400628	TMA800717	June 23, 2011	
SAFELINK	1400627	TMA770495	June 22, 2010	PlumChoice, Inc.

3. WIPO Trademarks

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Owner</u>
PLUMCHOICE	007203946	September 1, 2008	June 10, 2009	PlumChoice, Inc.
THE ULTIMATE TECHNOLOGY SERVICE EXPERIENCE	007004583	June 19, 2008	April 9, 2009	PlumChoice, Inc.
SAFELINK	007004302	June 19, 2008	January 27, 2010	PlumChoice, Inc.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

On October 31, 2018 before me, B. Houston
(insert name and title of the officer)

personally appeared Sean Lynden
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature B. Houston (Seal)

