

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest under Reel/Frame No. 6211/0776		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		10/03/2018	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	EEYE, INC.		
Street Address:	5090 N. 40th Street, Suite 400		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2402005	RETINA	
Registration Number:	2484500	EEYE	
Registration Number:	2632843	IRIS	
Registration Number:	2707595	BLINK	
Registration Number:	2895197	REM	
Registration Number:	3102116	EEYE DIGITAL SECURITY	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Daniel C. Pollick		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	11668-279		
NAME OF SUBMITTER:	Daniel C. Pollick		
SIGNATURE:	/Daniel C. Pollick/		

CH \$165.00 2402005

DATE SIGNED:	10/03/2018
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Total Attachments: 4

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

October 3, 2018

THIS TERMINATION AND RELEASE OF LIEN (this "Release") is made as of October 3, 2018 by ARES CAPITAL CORPORATION, in its capacity as Collateral Agent under the Credit Agreement (as defined below) (the "Collateral Agent"), in favor of EEYE, INC. (the "Pledgor").

WHEREAS, the Pledgor and the Collateral Agent entered into that certain Credit Agreement dated as of November 21, 2017 (as further amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the Pledgor, the Lenders and the L/C Issuers from time to time party thereto and the Collateral Agent;

WHEREAS, in connection with the Credit Agreement, the Pledgor executed and delivered that certain Guaranty and Security Agreement dated as of November 21, 2017 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the "Guaranty and Security Agreement"), pursuant to which the Pledgor executed and delivered that certain Trademark Security Agreement dated as of November 21, 2017, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office at Reel 6211, Frame 0776, on November 21, 2017 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the "Trademark Security Agreement" and together with the Guaranty and Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Pledgor ("Releasee"), granted to ARES CAPITAL CORPORATION, as the Collateral Agent for the benefit of the Secured Parties ("Releasor"), a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule A hereto, to secure the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, pursuant to that certain Payoff Letter dated as of October 3, 2018, entered into by the Collateral Agent and the Borrower, the Collateral Agent acknowledged the full payment and performance of the Secured Obligations of the Pledgor, and accordingly Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein

have the meanings given to them in the Trademark Security Agreement.

2. Release of Security Interest; Further Assurances. Releasor, without any representation and warranty by or any recourse to Releasor, hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral, (ii) transfers and assigns to the applicable Pledgor any and all right, title and interest that the Collateral Agent may have in, to and under the Trademark Collateral, (iii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral and effect the release of such rights to Pledgor and (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral.


3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ARES CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Joshua M. Bloomstein
Authorized Signatory
Title: _____

[Signature Page to Release of Security Interest – Trademarks]

TRADEMARK
REEL: 006485 FRAME: 0598

SCHEDULE A

Trademark Registrations:

Name of Owner	Mark	Reg. #/App.#	Reg. Date/App. Date	Status
eEye Inc.	RETINA	Reg. No. 2,402,005	Reg. Date 11/7/00	Registered
eEye Inc.	EEYE	Reg. No. 2,484,500	Reg. Date 09/04/01	Registered
eEye Inc.	IRIS	Reg. No. 2,632,843	Reg. Date 10/08/02	Registered
eEye Inc.	BLINK	Reg. No. 2,707,595	Reg. Date 04/15/03	Registered
eEye Inc.	REM	Reg. No. 2,895,197	Reg. Date 10/19/04	Registered
eEye Inc.	EYE DIGITAL SECURITY	Reg. No. 3,102,116	Reg. Date 06/06/06	Registered

Trademark Applications:

None.