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ETAS ID: TM499406

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

| Name                              | Formerly | Execution Date | Entity Type                            |  |
|-----------------------------------|----------|----------------|--|--|
| Cerberus Business Finance,<br>LLC |          | 11/26/2018     | Limited Liability Company:<br>DELAWARE |  |

## **RECEIVING PARTY DATA**

| Name:           | Steelwedge Software, Inc.          |  |
|-----------------|------------------------------------|--|
| Street Address: | 9600 Great Hills Trail, Suite 300E |  |
| City:           | Austin                             |  |
| State/Country:  | TEXAS                              |  |
| Postal Code:    | 78759                              |  |
| Entity Type:    | Corporation: CALIFORNIA            |  |

## **PROPERTY NUMBERS Total: 5**

| Property Type        | Number   | Word Mark             |  |
|----------------------|----------|-----------------------|--|
| Registration Number: | 4176099  | ONE-CLICK PLANNING    |  |
| Registration Number: | 4437219  | PLAN. PERFORM. PROFIT |  |
| Registration Number: | 3856017  | STEELWEDGE            |  |
| Registration Number: | 5109537  | PLANSTREAMING         |  |
| Serial Number:       | 87062899 | S                     |  |

## **CORRESPONDENCE DATA**

**Fax Number:** 2127288111

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: 212 728 8000
Email: ipdept@willkie.com

Correspondent Name: Brandon Coyle c/o Willkie Farr & Gallagh

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

| ATTORNEY DOCKET NUMBER:             | 123353.00019 BRC   |
|-------------------------------------|--------------------|
| NAME OF SUBMITTER: Brandon R. Coyle |                    |
| SIGNATURE:                          | /Brandon R. Coyle/ |
| DATE SIGNED:                        | 11/26/2018         |

## **Total Attachments: 3**

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## RELEASE OF TRADEMARK SECURITY AGREEMENT

November <u>26</u>, 2018

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of February 10, 2017 and attached hereto as Exhibit A (the "Agreement"), the Grantor party thereto (the "Releasee") created in favor of Cerberus Business Finance, LLC, a Delaware limited liability company (in such capacity, together with its successors and assigns, "Releasor"), as agent for such lending institutions as become Lenders under that certain Credit Agreement, dated as of March 26, 2015, as amended through the date hereof, a security interest in all of the Trademark Collateral (as defined in the Agreement);

WHEREAS, the Agreement was recorded with the United States Patent and Trademark Office on February 13, 2017, at Reel 005987, Frame 0435; and

WHEREAS, Releasee has requested and Releasor has agreed to provide this Release of Trademark Security Agreement (this "Release") to confirm the release, relinquishment and discharge of Releasor's security interest in the Trademark Collateral.

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

- 1. <u>Defined Terms</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Agreement.
- 2. Release of Security Interest. Releasor hereby, on behalf of itself and the Secured Parties, (i) terminates, releases, relinquishes and discharges its and the Secured Parties' security interest in the Trademark Collateral, including without limitation, all of Releasee's right, title and interest in and to the Trademark Collateral listed on Schedule I to the Agreement, as well as any other lien or security interest Releasor or any Secured Party may have in the Trademark Collateral or any other collateral of Releasee under the Agreement, (ii) terminates the Agreement and (iii) hereby reassigns any and all such right, title and interest that the Releasor or any Secured Party may have in, to or under the Trademark Collateral, together with the goodwill of the business symbolized thereby, to each of the Grantors.
- 3. <u>Authorization.</u> Releaseor hereby authorizes Releasee or Releasee's agent to record this Release with the United States Patent and Trademark Office.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Release of Trademark Security Agreement to be duly executed as of the date first written above.

| CERBI  | ERUS BUSINESS FINA   | ANCE,   |
|--------|--|---------|
| LLC    | Market Committee |         |
|        |  |         |
| Ву: "  |  |         |
| Name:  | Darkel W/P   |         |
| Title: | Chief Executive  | Officer |

DOC ID - 29304279.3

# Schedule 1 to <u>Trademark Security Agreement</u>

# **U.S. TRADEMARK REGISTRATIONS**

| Trademark           | Country       | Registration No. | Registered | Class |
|---------------------|---------------|------------------|------------|-------|
| ONE-CLICK PLANNING  | United States | 4176099          | 07/17/2012 | 42    |
| PLAN PERFORM PROFIT | United States | 4437219          | 11/19/2013 | 42    |
| STEELWEDGE          | United States | 3856017          | 10/05/2010 | 9, 42 |
| PLANSTREAMING       | United States | 5109537          | 12/27/2016 | 42    |

## **FOREIGN TRADEMARK REGISTRATIONS**

| Trademark Country             | Registration No. | Registered | Class |
|-------------------------------|------------------|------------|-------|
| STEELWEDGE European Community | 009219692        | 11/25/2010 | 9, 42 |
| STEELWEDGE Japan              | 5561646          | 03/01/2013 | 42    |

# **U.S. TRADEMARK APPLICATIONS**

| Country       | Mark Name     | Application No. | Filed      | Classes |
|---------------|---------------|-----------------|------------|---------|
| United States | "S" mark logo | 87062899        | 06/07/2016 | 09, 35  |

# **FOREIGN TRADEMARK APPLICATIONS**

| Country | Mark Name  | Application No. | Filed      | Classes |
|---------|------------|-----------------|------------|---------|
| India   | STEELWEDGE | 1990185         | 07/07/2010 | 09, 42  |
| India   | STEELWEDGE | 3261515         | 05/16/2016 | 42      |
| India   | STEELWEDGE | 3261514         | 05/16/2016 | 09      |

DOC ID - 25615237.4

**RECORDED: 11/26/2018**