

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM500186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Security Interest in Trademarks at Reel/Frame No. 6051/0761		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golub Capital LLC, as Administrative Agent		11/29/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Vistar Technologies LLC		
Street Address:	315 Capitol Street, Suite 100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4435046	SMARTLY CLOUDY	
Registration Number:	4324533	EVIPS	
Registration Number:	4324534	EVIPS	
Registration Number:	4299579	E-STATUS	
Registration Number:	3766661	VISTAR IMAGING PROFILER SYSTEM	
Registration Number:	3754466	VISTAR TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0349		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	11/30/2018		

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Total Attachments: 3

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION OF SECURITY INTEREST IN TRADEMARKS, dated as of November 29, 2018, is made by GOLUB CAPITAL LLC, as Administrative Agent (the “Secured Party”) in favor of VISTAR TECHNOLOGIES LLC, a Delaware limited liability company (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Security Agreement (as defined below).

WHEREAS, Grantor has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks and trademark applications (“Trademarks”) pursuant to (i) that certain Security Agreement dated as of November 18, 2015 (as amended, restated or otherwise modified prior to the date hereof, the “Security Agreement”) by and among Grantor, Secured Party and the other “Grantors” party thereto and (ii) that certain Trademark Security Agreement dated as of May 8, 2017 (the “Trademark Security Agreement”) by Grantor in favor of Secured Party;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on May 8, 2017 at Reel 6051 and Frame 0761; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in any of the Grantor’s Trademarks.

NOW, THEREFORE, for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted by the Grantor to the Secured Party in any of the Grantor’s Trademarks, including, without limitation, the following:

1. each U.S. Trademark registration and U.S. Trademark application owned by Grantor, including, without limitation, the U.S. Trademark registrations and U.S. Trademark applications referred to in Schedule 1 annexed hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
3. all Proceeds and products of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademarks owned by Grantor including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto.

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IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

GOLUB CAPITAL LLC,
as Secured Party

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

Termination of Security Interest in Trademarks

TRADEMARK
REEL: 006491 FRAME: 0769

SCHEDULE 1

Registered Trademarks and Trademark Applications

Description	Application No.	Application Date	Registration No.	Registration Date
SMARTLY CLOUDY	85759677	10/22/12	4435046	11/19/13
EVIPS	85760000	10/22/12	4324533	4/23/13
EVIPS	85760052	10/22/12	4324534	4/23/13
E-STATUS	85714474	8/28/12	4299579	3/5/13
VISTAR IMAGING PROFILER SYSTEM	77786835	7/22/09	3766661	3/30/10
VISTAR TECHNOLOGIES	77786806	7/22/09	3754466	3/2/10