

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM505190

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900475264		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cerberus Business Finance, LLC		11/26/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Zyme Solutions, Inc.		
Street Address:	9600 Great Hills Trail, Suite 300E		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78759		
Entity Type:	Corporation: DELAWARE		
Name:	Zyme CCI LLC		
Street Address:	9600 Great Hills Trail, Suite 300E		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78759		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5052889	DECISION GRADE CHANNEL VISIBILITY - SALE	
Registration Number:	4932546	THE NEW SMART CHANNEL	
Registration Number:	4908882	ZYME	
Registration Number:	4908671	TRUEDATA	
Registration Number:	4533138	SMARTER CHANNEL MANAGEMENT	
Registration Number:	3704858	TECH CHANNEL INDEX	
Registration Number:	2640753	PROGRAMSPRO	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	212 728 8000
Email:	ipdept@willkie.com
Correspondent Name:	Brandon Coyle c/o Willkie Farr & Gallagher
Address Line 1:	787 Seventh Avenue
Address Line 4:	New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	123353.00019 BRC
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NAME OF SUBMITTER:	Brandon R. Coyle
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SIGNATURE:	/Brandon R. Coyle/
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DATE SIGNED:	01/09/2019
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Total Attachments: 9

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RELEASE OF TRADEMARK SECURITY AGREEMENT

November 26, 2018

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of February 2, 2018 and attached hereto as Exhibit A (the "Agreement"), the Grantors party thereto (collectively, 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 27, 2018, at Reel 006280, Frame 0669; 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. Defined Terms. 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.

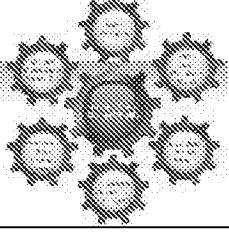
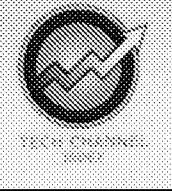
3. Authorization. Releasor hereby authorizes Releasee or Releasee's agent to record this Release with the United States Patent and Trademark Office.

[signature page follows]

DOC ID - 29304279.3

Schedule 1
to
Trademark Security Agreement
Release

Trademark Registrations:

Country	Mark Name	Application No.	Filed	Registration No	Registered	Status	Classes	Owner
United States		86/779,846	10/6/2015	5,052,889	10/4/2016	Registered	35	Zyme Solutions, Inc.
United States	The New Smart Channel	86/779,846	10/6/2015	4,932,546	4/5/2016	Registered	42	Zyme Solutions, Inc.
United States	Zyme	86/779,763	10/6/2015	4,908,882	3/1/2016	Registered	35, 42	Zyme Solutions, Inc.
United States	TrueData	86/708,748	7/29/2015	4,908,671	3/1/2016	Registered	42	Zyme Solutions, Inc.
United States	Smarter Channel Management	86/071,840	9/23/2013	4,533,138	5/20/2014	Registered	35	Zyme Solutions, Inc.
United States		77/701,790	3/30/2009	3,704,858	11/3/2009	Registered	35	Zyme Solutions, Inc.
United States	ProgramsPro	76/218,968	3/1/2001	2,640,753	10/22/2002	Renewed	9	Zyme CCI LLC

Trademark Applications:

None.

EXHIBIT A

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 2, 2018, is between Zyme Solutions, Inc., a Delaware corporation ("Zyme") and Zyme CCI LLC, a California limited liability company (together with Zyme, each a "Grantor" and collectively, the "Grantors"), in favor of Cerberus Business Finance, LLC, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Grantors own the Trademark registrations and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, each Grantor has entered into that certain Credit Agreement dated as of March 26, 2015 (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of March 26, 2015 (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors, Grantee, and the other Persons party thereto as "Grantors" thereunder, each Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office, but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office, but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office) owned by such Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto (excluding any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not

been filed with the U.S. Patent and Trademark Office, but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office);

(2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

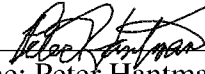
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of the Grantors beyond the rights and obligations contained in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

Upon the payment in full of the Obligations and termination of the Credit Agreement, the Grantee shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.


[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

ZYME SOLUTIONS, INC.,
a Delaware corporation

By: _____
Name: Peter Hantman
Title: CFO/Treasurer

ZYME CCI LLC,
a California limited liability company

By: _____
Name: Peter Hantman
Title: CFO

Acknowledged:

CERBERUS BUSINESS FINANCE, LLC,
as Administrative Agent

By: 

Name:

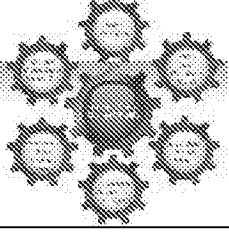
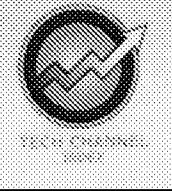
Eric F. Miller

Title:

Executive Vice President

Schedule 1
to
Trademark Security Agreement

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Trademark Applications:

None.