

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505689

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Toronto Dominion (Texas) LLC		12/21/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ntirety, Inc.		
<b>Street Address:</b>	980 Washington Street, Suite 124		
<b>City:</b>	Dedham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02026		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3624961	DATABASE ADMINISTRATION AS A SERVICE	
<b>Registration Number:</b>	4160862	NSUREDB	
<b>Registration Number:</b>	4663443	NTIRETY	
<b>Registration Number:</b>	2921404	NTIRETY	
<b>Registration Number:</b>	4670673	NTIRETY A DIVISION OF HOSTING	
<b>Registration Number:</b>	3851321	NTRUST	
<b>Registration Number:</b>	4205372	OPTIMIZEDB	
<b>Registration Number:</b>	4840225	DATABASE ADMINISTRATION AS A SERVICE	
<b>Registration Number:</b>	4243826	MANAGEDB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044441111		
<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>			
<b>Phone:</b>	704-444-1124		
<b>Email:</b>	elaine.hunt@alston.com		
<b>Correspondent Name:</b>	Michele M. Glessner		
<b>Address Line 1:</b>	Alston & Bird LLP		
<b>Address Line 2:</b>	101 South Tryon Street, Suite 4000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28280-4000		

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<b>NAME OF SUBMITTER:</b>	Elaine B. Hunt
<b>SIGNATURE:</b>	/Elaine B. Hunt/
<b>DATE SIGNED:</b>	01/14/2019
<b>Total Attachments: 3</b> source=toronto dominion to ntirety#page1.tif source=toronto dominion to ntirety#page2.tif source=toronto dominion to ntirety#page3.tif	

## RELEASE AND TERMINATION OF SECURITY INTERESTS IN TRADEMARKS

This Release and Termination of Security Interest in Trademarks is made as of the 21<sup>st</sup> day of December, 2018 (the “Release Date”), in favor of **NTIRETY, INC.** (“Grantor”) a Delaware corporation, by **TORONTO DOMINION (TEXAS) LLC**, in its capacity as administrative agent (the “Administrative Agent”). All terms used but not defined herein shall have the meanings set forth (including by reference) in the Security Agreement (as defined below).

**WHEREAS**, the Grantor and the Administrative Agent are parties to that certain (i) Borrower Security Agreement, dated as of February 28, 2017 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and (ii) Trademark Security Agreement, dated as of February 28, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”) pursuant to which Grantor granted to the Administrative Agent a Lien and security interest in, the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademark and service mark registrations and applications listed on Schedule A hereto;

**WHEREAS**, the Trademark Security Agreement was recorded on June 6, 2017 by the Trademark Assignment Division of the U.S. Patent and Trademark Office, at Reel/Frame 006071/0235 (the “Notice of Grant”).

**WHEREAS**, pursuant to that certain Payoff Letter, dated as of the date hereof, by and between among others, Grantor and the Administrative Agent, Grantor has requested and the Administrative Agent has agreed to (a) release any and all Liens and security interests it may have in the Trademark Collateral and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Administrative Agent hereby agree as follows:

All of Administrative Agent’s Liens, security interests, pledges, mortgages, and other encumbrances of any kind whatsoever created in Grantor’s Trademark Collateral pursuant to the Security Agreement and Trademark Security Agreement shall be automatically terminated, released and discharged.

If and to the extent that the Administrative Agent has acquired any right, title or interest in or to any of the Grantor’s Trademark Collateral, it hereby assigns and transfers such rights, title or interest to Grantor.



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IN WITNESS WHEREOF, the Administrative Agent has caused this document to be signed as of the date first set forth above by a duly authorized representative.

**TORONTO DOMINION (TEXAS) LLC, AS  
ADMINISTRATIVE AGENT**

BY:           *W Wallace*            
NAME:  
TITLE:     **WALLACE WONG  
            AUTHORIZED SIGNATORY**

**Schedule A  
Trademarks:**

<b>Owner</b>	<b>Mark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>App. No./ Reg. No.</b>	<b>Registration Date</b>
<u>Ntirety, Inc.</u>	<u>DATABASE ADMINISTRATION AS A SERVICE</u>	77/631958	12/12/2008	3624961	05/19/2009
<u>Ntirety, Inc.</u>	<u>NSUREDB</u>	85/452247	10/20/2011	4160862	06/19/2012
<u>Ntirety, Inc.</u>	<u>NTIRETY</u>	86/286202	05/20/2014	4663443	12/30/2014
<u>Ntirety, Inc.</u>	<u>NTIRETY</u> 	78/092019	11/06/2001	2921404	01/25/2005
<u>Ntirety, Inc.</u>	<u>NTIRETY A DIVISION OF HOSTING</u> 	86/286681	05/20/2014	4670673	01/13/2015
<u>Ntirety, Inc.</u>	<u>NTRUST</u>	77/795458	08/03/2009	3851321	09/21/2010
<u>Ntirety, Inc.</u>	<u>OPTIMIZEDB</u>	85/530956	02/01/2012	4205372	09/11/2012
<u>Ntirety, Inc.</u>	<u>DATABASE ADMINISTRATION AS A SERVICE</u>	86/535735	02/16/2015	4840225	10/27/2015
<u>Ntirety, Inc.</u>	<u>MANAGEDB</u>	85/530950	02/01/2012	4243826	11/13/2012