

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRESCENT DIRECT LENDING, LLC, AS AGENT		02/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DATANYZE, INC.		
Street Address:	307 Waverley Oaks Rd., Suite 405		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02452		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4436357	DATANYZE	
Registration Number:	5364529	DATANYZE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	22283 / 023		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	02/04/2019		
Total Attachments: 4			
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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of February 1, 2019 (this “Release”), is made by CRESCENT DIRECT LENDING, LLC, a Delaware limited liability company, acting in its capacity as agent for the Secured Parties (as defined in the GCA referenced below) (in such capacity, the “Agent”) in favor of DATANYZE, INC., a Delaware corporation (the “Grantor”). All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms (including by reference) in the GCA (defined below).

WHEREAS, the Grantor and the Agent are parties to (x) a certain Guarantee and Collateral Agreement, dated as of August 11, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “GCA”), and (y) a certain Trademark Security Agreement, dated as of September 19, 2018, which was recorded in the records of the United States Patent and Trademark Office on September 20, 2018 at reel 6441, frame 0574 as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), the Grantor granted to the Agent, for its benefit and for the benefit of the other Secured Parties, a continuing security interest in all of the Grantor’s entire right, title and interest in, to and under the following (collectively, the “Trademark Collateral”): (i) all its then-owned and thereafter acquired Trademarks, including those set forth on the attached Schedule I, together with any renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, the foregoing; and (ii) all income, royalties, products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, misappropriation, violation, dilution or other impairment of the foregoing, or (b) injury to the goodwill associated with the foregoing; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of February 1, 2019, by and among the Grantor, the other signatories party thereto and the Agent, all of the Secured Obligations have been Paid in Full, and the Grantor has requested and the Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing 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, the Agent, on behalf of itself and the other Secured Parties, does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the GCA and the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its security interest in and lien on the Trademark Collateral, and (c) discharge any and all rights, title and interest it (and/or any other Secured Party) has in, including the security interest granted to the Agent in, the Trademark Collateral, and reassigns and conveys to the Grantor all such rights, title and interest. The Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence

the release and termination of the Agent's security interests in and liens on the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature page follows]

AGENT:

CRESCENT DIRECT LENDING, LLC,
as Agent

By: Crescent Capital Group LP, its sole member

By: 

Name: Jake Garmey

Title: Managing Director

By: 

Name: Jake Hixon

Title: Vice President

SCHEDULE I
Trademark Collateral

U.S. Trademarks

Country	Description /Title	Status	Registration Date	Registration Number
United States	DATANYZE	Registered	11/19/2013	4436357
United States	DATANYZE	Registered	12/26/2017	5364529

Foreign Trademarks

Country	Description /Title	Status	Registration Date	Registration Number
International	DATANYZE	Registered	12/15/2014	1245079
Australia	DATANYZE	Registered	12/15/2014	1245079
European Union	DATANYZE	Registered	12/15/2014	1245079
Japan	DATANYZE	Registered	12/15/2014	1245079
Russia	DATANYZE	Registered	12/15/2014	1245079
Ukraine	DATANYZE	Registered	12/15/2014	1245079