# CH \$315.00 2634692

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM510344

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Investors Bank		02/14/2019	Bank:

### **RECEIVING PARTY DATA**

Name:	Imperium, LLC
Street Address:	53 Riverside Avenue
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	Limited Liability Company: CONNECTICUT

## **PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2634692	IMPERIUM
Registration Number:	2612392	IMPERIUM
Registration Number:	2723204	RELEVANTVIEW
Registration Number:	2189100	IMPERIUM
Registration Number:	3844770	VERITY
Registration Number:	3560657	RELEVANTID
Registration Number:	4032924	CAPTURE
Registration Number:	5179907	CHILDGUARDONLINE
Registration Number:	4883156	REAL ANSWER
Registration Number:	4798317	RELEVANTID
Registration Number:	4264399	IMPERIUM
Registration Number:	4052558	VERITY+

## **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: 2127288000
Email: ipdept@willkie.com

**Correspondent Name:** Max Goodman c/o Willkie Farr & Gallagher

**Address Line 1:** 787 Seventh Avenue

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Address Line 4: No	ew York, NEW YORK 10019	
ATTORNEY DOCKET NUMBER:	125131.00009 MG	
NAME OF SUBMITTER:	Max S. Goodman	
SIGNATURE:	/Max S. Goodman/	
DATE SIGNED:	02/15/2019	
Total Attachments: 4		
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> **TRADEMARK REEL: 006565 FRAME: 0164**

# TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "<u>Termination and Release</u>"), dated as of February 14, 2019, is made by INVESTORS BANK (the "<u>Lender</u>") in favor of IMPERIUM, LLC (the "<u>Assignor</u>").

#### WITNESSETH:

WHEREAS, in connection with that certain Amended and Restated Revolving Credit. Term Loan, and Security Agreement, dated as of September July 12, 2017, by and among the Lender, the Assignors and others (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Assignors granted to the Lender security interests in certain Collateral;

WHEREAS, in connection with the Credit Agreement, the Assignors executed that certain Patents, Trademarks, and Copyrights Security Agreement, dated as of July 12, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement," capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the IP Security Agreement), under which the Assignors mortgaged, pledged and granted to the Lender a lien on, and security interest in and to, all of the Assignors' right, title and interest in, to and under the Collateral (together with the security interests granted pursuant to the Credit Agreement, the "Security Interests"), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities.

WHEREAS, the IP Security Agreement was recorded (i) in the Trademark Assignment Division of the United States Patent and Trademark Office on July 12, 2017, at Reel 6103 and Frame 0464, and (ii) in the Patent Assignment Division of the United States Patent and Trademark Office on July 12, 2017, at Reel 042984 and Frame 0564, with respect to the United States trademark registrations and applications and patent registrations and applications set forth on Schedule A hereto.

WHEREAS, the Assignors have requested that the Lender: (a) terminate and release all liens and interests of the Lender in the Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office and any other appropriate governmental authorities; and

WHEREAS, the Assignors have satisfied and fulfilled all of their obligations to release the Lender's Security Interests in the Collateral, and the parties seek to make record of the Lender's release to the Assignors of any and all of its Security Interests in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby agrees as follows:

1. <u>Release of Security Interests</u>. The Lender hereby terminates, discharges and releases to the Assignors any right, title or interest (including the Security Interests) in or to the

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Collateral, including the Collateral listed on <u>Schedule A</u>, and any right, title or interest of the Lender in such Collateral shall hereby cease and become void.

- 2. <u>Further Assurances</u>. The Lender hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Assignors or their successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Assignors of the Security Interests contemplated hereby.
- 3. <u>Recordation</u>. The Lender authorizes and requests that the United States Commissioner for Trademarks and any other applicable government officer record this Termination and Release.
- 4. <u>Governing Law</u>. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

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IN WITNESS WHEREOF, the Lender has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INVESTORS BANK, as Collateral Agent

Name: Ari Kramer
Title: Nice President

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# Schedule A INTELLECTUAL PROPERTY

## **Copyrights**

None.

## **Patents**

Patent	Application/ Registration No.	Owner	Issued Date
System and method for	#8782264	Imperium, LLC	7/15/14
verifying parental approval			

# **Trademarks**

Mark	Application/ Registration No.	Serial No.	Registration Date
IMPERIUM	#2634692	****	10/15/2002
IMPERIUM (Logo)	#2612392		10/15/2002
RELEVANTVIEW	#2723204		6/10/2003
IMPERIUM	#2189100		9/15/1998
VERITY	#3844770	····	11/8/2011
RELEVANTID	#3560657		1/12/2009
CAPTURE	#4032924		9/27/2011
CHILDGUARDONLINE	#5179907		Pending
REAL ANSWER	#4883156		1/5/2016
RELEVANTID	#4798317		8/25/2015
IMPERIUM	#4264399		12/25/2012
VERITY+	#4052558		11/8/2011

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**RECORDED: 02/15/2019**