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ETAS ID: TM510349

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

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, formerly named Truesample Holdings II, LLC
Street Address:	53 Riverside Avenue
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06680
Entity Type:	Limited Liability Company: CONNECTICUT

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Serial Number:	87073805	DEVICEIQ	
Registration Number:	3938118	REAL, UNIQUE AND ENGAGED	
Registration Number:	3732095	TRUESAMPLE	

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: 212 728 8000
Email: ipdept@willkie.com

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

Address Line 1: 787 Seventh Avenue

Address Line 4: New 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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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, formerly named TRUESAMPLE HOLDINGS II, 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 "<u>Credit Agreement</u>"), 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 in the Trademark Division of the United States Patent and Trademark Office on July 12, 2017, at Reel 6103 and Frame 0344 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

TRADEMARK REEL: 006565 FRAME: 0192 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: Vice President

Schedule A INTELLECTUAL PROPERTY

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None.

Patents

None.

Trademarks

Mark	Application/ Registration No.	Serial No.	Registration Date
DEVICEIQ	Filed 6/16/2016	#87073805	Pending
REAL, UNIQUE, AND ENGAGED	#3938118	#3938118	3/29/2011
TRUESAMPLE	#3732095	#3732095	12/29/2009

TRADEMARK
REEL: 006565 FRAME: 0195

RECORDED: 02/15/2019