

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release and Termination of Security Interest in Trademarks Recorded at Reel 6025, Frame 0414		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blackrock Capital Investment Corporation		02/28/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bankruptcy Management Solutions, Inc.		
Street Address:	5 Peters Canyon, Suite 200		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4669685	EMERALD	
Registration Number:	4062575	TRUSTWORKS	
Serial Number:	87135939	REALASSIST	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1185176-0033-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	03/01/2019		
Total Attachments: 3			
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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS, dated as of February 28, 2019 (this “Release”), is made by BLACKROCK CAPITAL INVESTMENT CORPORATION, a Delaware corporation, as administrative agent acting for the benefit of the Secured Parties (in such capacity, “Administrative Agent”), in favor of BANKRUPTCY MANAGEMENT SOLUTIONS, INC., a Delaware corporation (the “Grantor”). All terms used but not defined herein shall have the meanings set forth (including by reference) in the IP Security Agreement (as defined below).

WHEREAS, the Grantor and the Administrative Agent, among others, are parties to that certain (i) Credit Agreement, dated as of March 31, 2017 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), (ii) Security Agreement, dated as of March 31, 2017 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and (iii) Intellectual Property Security Agreement, dated as of March 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “IP Security Agreement”) pursuant to which the Grantor granted to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in, the Trademarks (as defined in the IP Security Agreement), including the trademark and service mark registrations and applications listed on Schedule A hereto;

WHEREAS, the IP Security Agreement was recorded in the records of the United States Patent and Trademark Office on April 3, 2017 at reel 6025, frame 0414;

WHEREAS, pursuant to that certain Payoff Letter, dated as of February 28, 2019, by and between among others, the Grantor and the Administrative Agent, the Grantor has requested and the Administrative Agent has agreed to (a) release any and all security interests it may have in the Trademarks 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 Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest in the Trademarks, (b) release and relinquish and discharge its liens on and security interest in the Trademarks, and (c) re-assign, re-transfer and re-convey to the Grantor any and all rights, title and interest it may have in, to or under the Trademarks. The Administrative 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 Administrative Agent’s security interests in the Trademarks.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

ADMINISTRATIVE AGENT:

BLACKROCK CAPITAL INVESTMENT
CORPORATION, in its capacity as Administrative Agent

By:  _____

Name: Michael Pungello

Title: Interim Chief Financial Officer

SCHEDULE A

Trademarks

Trademark	Reg. No.	Reg. Date	App. No.	App. Date	Owner
EMERALD	4669685	1/13/2015	86097901	10/22/2013	Bankruptcy Management Solutions, Inc.
TRUSTWORKS	4062575	11/29/2011	85242832	2/15/2011	Bankruptcy Management Solutions, Inc.
REALASSIST	N/A	N/A	87135939	8/11/2016	Bankruptcy Management Solutions, Inc.