

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM512400

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America N.A.		03/01/2019	National Banking Association:
RECEIVING PARTY DATA			
Name:	Prime Clerk LLC		
Street Address:	240 Riverside Blvd		
Internal Address:	PH2B		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10069		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4818413	PRIME CLERK	
Registration Number:	4642175	P	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212.735.5117		
Email:	francine.waldbaum@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Francine Waldbaum		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	098940/29		
NAME OF SUBMITTER:	P. Daniel Healow		
SIGNATURE:	/P. Daniel Healow/		
DATE SIGNED:	03/01/2019		
Total Attachments: 5			
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RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement (“Release”) is made as of the 1st day of March, 2019 (the “Release Date”), by BANK OF AMERICA N.A., in its capacity as Administrative Agent on behalf of the Secured Parties pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”) PRIME CLERK LLC, a Delaware limited liability company (the “Grantor”). Capitalized terms not otherwise defined in this Release shall have the meanings provided or provided by reference in the Trademark Security Agreement (as defined below)

WHEREAS, the Grantor is party to a Security and Pledge Agreement dated as of October 10, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of Administrative Agent for the benefit of the Secured Parties.

WHEREAS, pursuant to the Security Agreement, Grantor and Administrative Agent executed a Trademark Security Agreement, which was recorded on October 11, 2018 by the Assignment Recordation Branch of the U.S. Patent and Trademark Office, at Reel 6505, Frame 0505 (the “Trademark Security Agreement”).

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Grantor pledged and granted to the Administrative Agent, for its own benefit and for the benefit of the other Secured Parties, a security interest in and to all of its right, title and interest in, to and under all of the following Collateral of Grantor (but not including in any case any Excluded Property): (a) Trademarks of Grantor listed on Schedule A attached hereto; (b) all goodwill exclusively symbolized thereby; and (c) all Proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”)

WHEREAS, the Administrative Agent has agreed to terminate the Trademark Security Agreement and release and discharge 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:

The Administrative Agent hereby terminates the Trademark Security Agreement and releases and terminates, without recourse, undertaking, representation, or warranty of any kind, all security interests, liens, pledges, mortgages, and other encumbrances of any kind whatsoever created against the Trademark Collateral pursuant to the Trademark Security Agreement or otherwise (collectively, the “Security Interests”).

The Administrative Agent shall sign any additional termination documents reasonably requested by Grantor at Grantor’s cost and expense, including filings with the U.S. Patent and Trademark Office against the Trademark Collateral, as shall be necessary to effect the termination, release and discharge of all of the Security Interests, each at Grantor’s cost and expense.

If and to the extent that the Administrative Agent has acquired any right, title or interest in or to any of the Trademark Collateral, it hereby assigns and transfers such rights, title or interest to Grantor, along with any goodwill in the Trademarks that the Administrative Agent may have acquired, in each case without recourse to the Administrative Agent and without any representation or warranty of any kind by or on behalf of the Administrative Agent.

This Release shall be governed by the laws of the State of New York. This Release shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Release may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one and the same instrument, and any signature page delivered by electronic transmission shall have the same effect as the delivery of an original thereof. EACH PARTY TO THIS RELEASE HEREBY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS RELEASE OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT HERETO, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS RELEASE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Remainder of Page Intentionally Blank – Signature Pages Follow]

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

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.

By: Kelly Weaver
Name: Kelly Weaver
Title: Vice President

Grantor:

PRIME CLERK LLC

By: 

Name: Shai Weisman

Title: CEO

[Signature Page to Release of Trademark Security Agreement]

TRADEMARK
REEL: 006578 FRAME: 0779

SCHEDULE A

Grantor/Owner	Trademarks	Application/ Registration Number	Application/Registration Date	Country
Prime Clerk LLC	PRIME CLERK	4,818,413	September 22, 2015	U.S.A.
Prime Clerk LLC	PRIME CLERK Logo	4,642,175	November 18, 2014; corrected March 3, 2015	U.S.A.