

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crestline Direct Finance, L.P.		03/20/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Logicworks Systems Corporation		
Street Address:	155 Avenue of the Americas, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	77920452	WE HOST THE HARD STUFF	
Serial Number:	85092476	INFINICLOUD	
Serial Number:	77402719	LOGICOPS	
Serial Number:	77366058	LOGICWORKS	
Serial Number:	77366056	LOGICWORKS	
Serial Number:	77578892	LOGICWORKS	
Serial Number:	85661144	THE CLOUD YOUR WAY: PUBLIC. PRIVATE. HYB	
Serial Number:	78084466	LOGICWORKS	
Serial Number:	78104275	LOGICWORKS	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	330331-101		

CH \$240.00 77920452

NAME OF SUBMITTER:	C. Rhem
SIGNATURE:	/CR/
DATE SIGNED:	03/20/2019
Total Attachments: 3 source=Crestline - Trademark Termination and Release [Executed]#page1.tif source=Crestline - Trademark Termination and Release [Executed]#page2.tif source=Crestline - Trademark Termination and Release [Executed]#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL**

This Termination and Release of Security Interest in Trademark Collateral (this “Release”) is made as of March 20, 2019 (“Effective Date”), by Crestline Direct Finance, L.P., in its capacity as collateral agent (in such capacity, together with its successors and permitted assigns, the “Grantee”), in favor of Logicworks Systems Corporation (“Grantor”).

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of July 27, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the lenders identified on the signature pages thereof, Grantee, Logicworks Holdings Corporation, Grantor, and the other Borrowers (as defined therein) from time to time party thereto (including Grantor);

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of July 27, 2017, by and among Grantor and Grantee, which was recorded with the United States Patent and Trademark Office on July 28, 2017, at Reel 6117, Frame 0167, (as amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), Grantor granted to Grantee a security interest in all of Grantor’s right, title, and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement); and

WHEREAS, Grantee now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on **Schedule 1** hereto.

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

1. Without representation or warranty of any kind or nature, Grantee hereby terminates, releases, and, discharges its security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to Grantor all right, title, and interest of Grantee in the Trademark Collateral pursuant to the Trademark Security Agreement.
2. Grantee hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts, in each case at the Borrowers’ expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

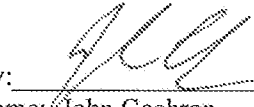
[Signature page follows]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**CRESTLINE DIRECT FINANCE, L.P.,
As Grantee**

By: Crestline Direct Finance (GP), L.L.C., its
general partner

By: Crestline Investors, Inc., its managing
member

By: 
Name: John Cochran
Title: Vice President

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARK COLLATERAL]

**TRADEMARK
REEL: 006596 FRAME: 0873**

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL

Trademark Registrations/Applications

<u>Mark</u>	<u>Type</u>	<u>Serial #</u>	<u>Registration / Date</u>	<u>Applicant(s) / Registrant(s)</u>	<u>Status</u>	<u>Jurisdiction / Deadlines</u>
WE HOST THE HARD STUFF	Service Mark	77920452	3/29/2011	Logiworks Corporation	Registered / Live	US -- None
INFINKCLOUD	Service Mark	85092476	9/13/2011	Logiworks Corporation	Registered / Live	US -- None
LOGICOPS	Service Mark	77402719	11/11/2008	Logiworks Systems Corporation	Section 8 & 15 - Accepted and Acknowledged	US -- None
LOGICWORKKS	Service Mark -- Design + Words	77366058	12/30/2008	Logiworks Corporation	Section 8 & 15 - Accepted and Acknowledged	US -- None
LOGICWORKKS	Service Mark -- Design + Words	77366056	1/13/2009	Logiworks Systems Corporation	Section 8 & 15 - Accepted and Acknowledged	US -- None
LOGICWORKKS	Service Mark -- Design + Words	77578892	7/28/2009	Logiworks Systems Corporation	Section 8 & 15 - Accepted and Acknowledged	US -- None
THE CLOUD YOUR WAY: PUBLIC. PRIVATE. HYBRID	Service Mark	85661144	8/5/2014	Logiworks Corporation	Registered / Live	US -- None
LOGICWORKKS	Service Mark - Drawing	78084468	4/29/2003	Logiworks Corporation	Registered / Live	US -- None
LOGICWORKKS	Service Mark - Drawing	78104275	6/17/2003	Logiworks Corporation	Registered / Live	US -- None