# CH \$390.00 49303

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM515259

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

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Barings Finance LLC		03/19/2019	Limited Liability Company: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Professional Datasolutions, Inc.
Street Address:	3407 S. 31st Street
City:	Temple
State/Country:	TEXAS
Postal Code:	76502
Entity Type:	Corporation: TEXAS
Name:	Firestream Worldwide, Inc.
Street Address:	8336 EDISON AVE.
City:	CHESTERFIELD
State/Country:	MISSOURI
Postal Code:	63005
Entity Type:	Corporation: MISSOURI
Name:	Intellifuel Systems, Inc.
Street Address:	1650 Chaffee Drive
City:	Titusville
State/Country:	FLORIDA
Postal Code:	32780
Entity Type:	Corporation: FLORIDA
Name:	Datamax Consulting Corp.
Street Address:	2800 OAKMONT DRIVE
City:	Round Rock
State/Country:	TEXAS
Postal Code:	78664
Entity Type:	Corporation: TEXAS

# **PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	4930333	PDI
	•	IRADEWARK

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Property Type	Number	Word Mark
Registration Number:	2169333	PDI
Registration Number:	2023860	FUEL SMART
Registration Number:	2075267	QUICKSERVANT
Registration Number:	4377958	CLOUDFUEL DISPATCH
Registration Number:	4270693	FIRESTREAM WORLDWIDE
Registration Number:	4270694	FIRESTREAM WORLDWIDE
Registration Number:	5131538	INTELLIFUEL
Registration Number:	5131537	INTELLIFUEL SIMPLY A BETTER WAY
Registration Number:	5131536	SIMPLY A BETTER WAY
Registration Number:	4524811	INCAB
Registration Number:	4228022	BOLSOURCE
Registration Number:	2762592	INTELLIFUEL
Registration Number:	2884020	STOREWORKS
Registration Number:	2702138	ENVOY

### CORRESPONDENCE DATA

Fax Number:

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:** 2122942684

Email: trademarkny@winston.com

Correspondent Name: Christina Wheaton

**Address Line 1:** 300 South Tryon Street 16th Floor

Address Line 2: Winston & Strawn LLP

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	014044/00067
NAME OF SUBMITTER:	Christina Wheaton
SIGNATURE: /Christina Wheaton by trademarkny/	
DATE SIGNED:	03/20/2019

### **Total Attachments: 3**

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### TERMINATION AND RELEASE OF SECURITY INTEREST

This **TERMINATION AND RELEASE OF SECURITY INTEREST**, dated as of March 19, 2019 ("<u>Release</u>"), is made by BARINGS FINANCE LLC ("<u>Agent</u>"), in favor of Professional Datasolutions, Inc. Firestream Worldwide, Inc., Intellifuel Systems, Inc. and Datamax Consulting Corp. (each, a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>").

- WHEREAS, Agent, Grantors, and the other parties thereto have entered into that certain First Lien Security Agreement, dated as of August 25, 2017 (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");
- WHEREAS, pursuant to that certain First Lien Trademark Security Agreement, dated as of August 25, 2017, by and between Agent and Grantors (the "IP Security Agreement"), each Grantor granted to Agent, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of such Grantor in and to certain intellectual property;
- **WHEREAS**, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") at Reel 006142 Frame 0916 on August 26, 2017;
- WHEREAS, each Grantor has satisfied the terms of the IP Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.
- **NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:
- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the IP Security Agreement.
- **SECTION 2**. <u>Termination and Release</u>. Agent, without representation, warranty, or recourse, hereby:
- (a) terminates the IP Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of each Grantor (and any of the borrowers or other obligors under the Security Agreement) in and to all intellectual property (including, but not limited to, all Trademark Collateral under the IP Security Agreement), whether granted pursuant to the IP Security Agreement or otherwise (and including, but not limited to, the Trademarks listed on Schedule A attached hereto):
- (b) assigns and transfers to such Grantor all of its right, title and interest in and to all intellectual property, whether granted pursuant to the IP Security Agreement or otherwise (including, but not limited to the Trademarks listed on Schedule A attached hereto), together with the goodwill of the business symbolized thereby; and
- (c) authorizes the recordation of this Release with the USPTO or any similar office or agency within or outside the United States at such Grantor's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

TRADEMARK REEL: 006596 FRAME: 0893 IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest to be duly executed as of the date first set forth above.

AGENT:

BARINGS FINANCE LLC

Name:

Mark Hindson Managing Director

**TRADEMARK** REEL: 006596 FRAME: 0894

# Schedule A

# TRADEMARK REGISTRATIONS

Grantor	Trademark	Registration Number	\$6000000000000000000000000000000000000
Professional Datasolutions, Inc.		4930333	05-APR-2016
Professional Datasolutions, Inc.	PDI	2169333	30-JUN-1998
Professional Datasolutions, Inc.	Fuel Smart	2023860	12/17/1996
Professional Datasolutions, Inc.	QuickServant	2075267	7/1/1997
Fisestream Worklwide, Isc.	Cloudfisel Dispatch	4377958	7/3(3/2013
Firesineam Worldwide, Icc.	FiseSiceam Workbride	4270893	1/8/2013
Finastream Worldwide, Isc.	FireStream Worldwide and Design	4279694	1/8/2013
Intellifuel Systems, Inc.	meili	5131538	1/31/2017
intellituel Systems, Inc.	lutoihi (	5131537	1/31/28)17
intellifuel Systems, Inc.	Simply a Bester Way	5131536	1/31/2017
Intellifuel Systems, Inc.	INCAB	4524811	3/6/2014
intellifuel Systems, Inc.	BOLSOURCE	4228022	80/16/2012
Intellifuel Systems, Inc.	evtellæuel	2762592	9/9/2003
Datamax Consulting Corporation	STOREWORKS	28848320	9/14/2004
Denomax Consulting Corporation	ENVOY	2702138	4/1/2003

## TRADEMARK APPLICATIONS

None.

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**RECORDED: 03/20/2019**