

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515710

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Collateral at Reel/Frame No. 5587/0755		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Agent		12/07/2017	national association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SoonR, Inc.		
Street Address:	26 Tech Valley Drive, Suite 2		
City:	East Greenbush		
State/Country:	NEW YORK		
Postal Code:	12061		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3244107	SHARE ON THE SPOT	
Registration Number:	3244106	SOONR	
Registration Number:	4338520	SOONR	
Registration Number:	4378944	SOONR WORKPLACE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	030786-0930		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	03/24/2019		
Total Attachments: 3			
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**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 December 7, 2017 (“Effective Date”), by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”), in favor of **SOONR, INC.**, a Delaware corporation (“Grantor”).

WHEREAS, reference is made to that certain Credit Agreement dated as of June 25, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement) by and among **AUTOTASK HOLDING, LLC**, a Delaware limited liability company (“Parent”), **AUTOTASK CORPORATION**, a Delaware corporation (as successor by merger with Autotask Merger Sub, Inc., the “Borrower”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and collectively, the “Lenders”), and Agent;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of July 29, 2015, by and among Grantor and Agent, which was recorded with the United States Patent and Trademark Office on July 29, 2015 at Reel 5587, Frame 0755 (as amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), the Grantor granted to Agent a security interest in all of the Grantor’s right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement); and

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

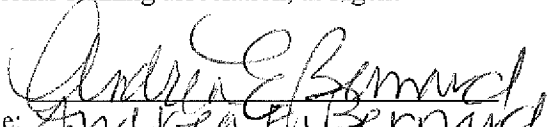
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Without representation or warranty of any kind or nature, Agent 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 Agent in the Trademark Collateral pursuant to the Trademark Security Agreement.
2. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor’s expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby. Agent hereby authorizes the Grantor and any of its respective designees to file this Release with the United States Patent and Trademark Office.

[Signature page follows]

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

**WELLS FARGO BANK,
NATIONAL ASSOCIATION,**
a national banking association, as Agent

By: 
Name: Andrea E. Bernard
Title: Managing Director

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

Trademark Registrations/Applications

Owner	Trademark	Registration No.	Registration Date	Serial No.	Filing Date
SoonR, Inc.	Share on the Spot	United States Reg. No. 3,244,107	May 22, 2007	78782600	December 29, 2005
SoonR, Inc.	SoonR	United States Reg. No. 3,244,106	May 22, 2007	78782592	December 29, 2005
SoonR, Inc.	SoonR	United States Reg. No. 4,338,520	May 21, 2013	85739187	September 26, 2012
SoonR, Inc.	SoonR Workplace	United States Reg. No. 4,378,944	August 6, 2013	85739210	September 26, 2012