

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHITEHORSE CAPITAL MANAGEMENT, LLC	FORMERLY WHITEHORSE LENDING, LLC	04/02/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CLOAK HOLDINGS, LLC		
Street Address:	2021 MCKINNEY AVENUE		
Internal Address:	SUITE 1100		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5398394	ENCRYPT.ME	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	36782.007		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	04/03/2019		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this “Release”) is made as of April 2, 2019 (the “Effective Date”) by WHITEHORSE CAPITAL MANAGEMENT, LLC (f/k/a WHITEHORSE LENDING, LLC), as collateral agent for itself and the other Secured Parties (the “Collateral Agent”) in favor of each of the Grantors party to the Trademark Security Agreement (as defined below) (each, a “Grantor” and together, the “Grantors”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Guaranty and Security Agreement (as defined below).

WHEREAS, each of the Grantors, the Collateral Agent and the other parties thereto entered into that certain Guaranty and Security Agreement, dated as of February 3, 2017 (as amended, modified, or supplemented, the “Guaranty and Security Agreement”), which required each Grantor to execute and deliver the Trademark Security Agreement (defined below);

WHEREAS, each Grantor executed that certain Trademark Security Agreement, dated February 13, 2019 (the “Trademark Security Agreement”) to record the Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, those registered Trademarks listed on Schedule I attached hereto, granted to the Collateral Agent, and was recorded with the United States Patent and Trademark Office on February 19, 2019 at Reel 6567, Frame 0192; and

WHEREAS, each Grantor requests a specific release of the Lien and security interest granted and recorded against the Trademark Collateral.

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

1. Release of Security Interest. As of the Effective Date, the Collateral Agent, on behalf of itself and the other Secured Parties, hereby terminates and releases all Liens and security interests it may have in, to and under the Trademark Collateral, including, for clarity, the Trademarks listed on Schedule I attached hereto, and all income, royalties, proceeds and Liabilities at any time due or payable with respect to the foregoing. Each Grantor hereby acknowledges that the Collateral Agent’s execution and delivery of this Release is made without recourse, representation, warranty or other assurance of any kind by the Collateral Agent as to the Collateral Agent’s rights in any Trademark Collateral for amounts owing under the Credit Agreement, the condition or value of any Trademark Collateral, or, except as expressly provided herein, any other matter.

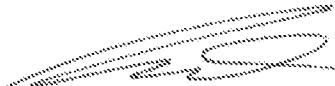
2. Electronic Delivery. Delivery of an executed counterpart of this Release by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart hereto.

3. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

* * * * *

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed, on behalf of itself and the Secured Parties, by its duly authorized representative effective as of the Effective Date.

WHITEHORSE CAPITAL MANAGEMENT, LLC
(f/k/a WHITEHORSE LENDING, LLC),
as the Collateral Agent

By: 

Name: Richard Siegel

Title: Duly Authorized Signatory

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006609 FRAME: 0554

TRADEMARKS

I. REGISTERED AND ISSUED TRADEMARKS

<u>Borrower/Grantor</u>	<u>Mark</u>	<u>Status</u>	<u>Registration Date</u>	<u>Registration No.</u>
Cloak Holdings, LLC	ENCRYPT.ME	Registered	2/6/2018	5398394