

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM518373

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JEFFERIES FINANCE LLC, as Collateral Agent		04/04/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PAS TECHNOLOGIES INC.		
<b>Street Address:</b>	6170 N. Scottsdale Road, Suite 250		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85253		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4402591	ONE-STOP SHOP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>			
<b>Phone:</b>	202-835-7500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	28302.00020		
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos		
<b>SIGNATURE:</b>	/Javier J. Ramos/		
<b>DATE SIGNED:</b>	04/10/2019		
<b>Total Attachments: 4</b>			
source=47. Project Sabre - Trademark Release (Existing Term Facility) (PAS)#page1.tif			
source=47. Project Sabre - Trademark Release (Existing Term Facility) (PAS)#page2.tif			
source=47. Project Sabre - Trademark Release (Existing Term Facility) (PAS)#page3.tif			

CH \$40.00 4402591



**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Security Interest in Trademarks (“Release”) is made as of April 4, 2019, by **JEFFERIES FINANCE LLC**, a Delaware limited liability company located at 520 Madison Avenue, New York, New York 10022, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”), in favor of **PAS TECHNOLOGIES INC.**, a Delaware corporation with an address at 6170 N. Scottsdale Road, Suite 250, Scottsdale, Arizona 85253 (the “Pledgor”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

WITNESSETH:

WHEREAS, the Pledgor and the Collateral Agent are parties to that certain Security Agreement, dated as of July 7, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Pledgor entered into a Trademark Security Agreement (the “Trademark Security Agreement”) dated July 25, 2017 with the Collateral Agent, notice of which was recorded on March 27, 2018 at the United States Patent and Trademark Office (the “PTO”) at Reel 6300, Frame 0495;

WHEREAS, pursuant to the Trademark Security Agreement, Pledgor granted the Collateral Agent for the ratable benefit of the Secured Parties, a lien on and security interest (the “Security Interest”) in all of the right, title and interest of the Pledgor in, to and under the Trademarks included in the Pledged Collateral, including the trademark listed in **Schedule A**, wherever located, and whether then existing or thereafter arising or acquired from time to time (other than the Excluded Asses and any Trademark application filed in the PTO, pursuant to Section 1(b) of the Lanham Act (15 U.S.C. § 1051, et seq.) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.)); and

WHEREAS, the Collateral Agent has agreed to terminate and release its Security Interest in all such Trademarks as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Collateral Agent hereby releases, terminates and discharges any and all of its right, title and interest in, to and under the Trademarks include in the Pledged Collateral, including the trademark listed in **Schedule A**, of the Pledgor, including the associated Goodwill, and assigns, transfers and conveys to Pledgor the Security Interest.

1. Recordation. The Collateral Agent hereby authorizes the Pledgor, or the Pledgor’s authorized representative, to record this Release with the PTO.
2. Further Assurances. The Collateral Agent hereby agrees to duly execute and deliver to the Pledgor any further documents and to do such other acts that the Pledgor (or its agent or designee) reasonably requests, at the Pledgor’s sole cost and expense, in order to confirm this Release and the Pledgor’s right, title and interest in the Trademark Collateral.

3. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

**[Remainder of this page intentionally left blank; signature page follows]**

**IN WITNESS WHEREOF**, the Collateral Agent has caused this Release to be executed as of the day and year first written above.

**JEFFERIES FINANCE LLC,**  
as Collateral Agent

By: Paul Chisholm

Name: Paul Chisholm  
Title: Managing Director

**SCHEDULE A**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>OWNER</b>	<b>REG NO.</b>	<b>TRADEMARK</b>
PAS Technologies Inc.	4402591	ONE-STOP SHOP