

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM522856

<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>
Bank of America, N.A., as Collateral Agent		05/09/2019	Bank: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ExactBid, LLC		
<b>Street Address:</b>	910 E. Hamilton Avenue, Suite 360		
<b>City:</b>	Campbell		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95008		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3770405	RIMSCENTRAL	
<b>Registration Number:</b>	3834225	EBI	
<b>Registration Number:</b>	3834224	RIMS	
<b>Registration Number:</b>	3770404	EXACTBID	
<b>Serial Number:</b>	87651656	EB ORIGIN	
<b>Serial Number:</b>	87502507	EB VISION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4756		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1080328 TM REL EXACTBID		
<b>NAME OF SUBMITTER:</b>	Maria Morales		
<b>SIGNATURE:</b>	/Maria Morales/		

OP \$165.00 3770405

<b>DATE SIGNED:</b>	05/09/2019
<b>Total Attachments: 3</b> source=Royal - ExactBid Trademark Release#page2.tif source=Royal - ExactBid Trademark Release#page3.tif source=Royal - ExactBid Trademark Release#page4.tif	

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

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS, dated as of May 9, 2019 (this "Release"), is made by BANK OF AMERICA, N.A., AS COLLATERAL AGENT, as collateral agent acting for the benefit of the Secured Parties (in such capacity, "Collateral Agent"), in favor of EXACTBID, LLC, a California limited liability company with an address of 6 Armstrong Road 4<sup>th</sup> Floor, Shelton, CT 06484 (the "Pledgor"). All terms used but not defined herein shall have the meanings set forth (including by reference) in the Security Agreement (as defined below).

WHEREAS, the Pledgor and the Collateral Agent are parties to that certain (i) Collateral Agreement, dated as of June 1, 2018 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Holdings Entities, the Borrower, the subsidiaries of the Borrower party thereto and the Collateral Agent and (ii) Trademark Security Agreement, dated as of June 1, 2018 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") pursuant to which the Pledgor granted to the Collateral Agent a continuing security interest in, the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademark and service mark registrations and applications listed on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded in the records of the United States Patent and Trademark Office on June 8, 2018 at reel 6349, frame 0572;

WHEREAS, pursuant to that certain Payoff Letter, dated as of May 9, 2019, by and between the Borrower and the Collateral Agent, the Pledgor has requested and the Collateral Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest in the Trademark Collateral, (b) release and relinquish and discharge its liens on and security interest in the Trademark Collateral, and (c) re-assign, re-transfer and re-convey to the Pledgor any and all rights, title and interest it may have in, to or under the Trademark Collateral. The Collateral Agent agrees, or authorizes the Pledgor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Pledgor to evidence the release and termination of the Collateral Agent's security interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

BANK OF AMERICA, N.A., as Collateral Agent

By: 

Name:

SUJAY MAIYA

Title:

DIRECTOR

**SCHEDULE A**

**Trademark Collateral**

<b>Trademark</b>	<b>Registration/Serial No.</b>	<b>Registered Owner</b>
EB ORIGIN	87651656	ExactBid, LLC
EB VISION	87502507	ExactBid, LLC
RIMSCENTRAL	3770405	ExactBid, LLC
EBI	3834225	ExactBid, LLC
RIMS	3834224	ExactBid, LLC
EXACTBID	3770404	ExactBid, LLC