

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM525453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest under Reel/Frame No. 6074/0004		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		05/29/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Pipeline Software, LLC (f/k/a Pipeline Software, Inc.)		
Street Address:	1101 Haynes Street, Suite 218		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	67204		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4141647	SYNTEMPO	
Registration Number:	5543659	MAXAVERA	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	William Majeski		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	70578-038		
NAME OF SUBMITTER:	William Majeski		
SIGNATURE:	/William Majeski/		
DATE SIGNED:	05/29/2019		
Total Attachments: 5			
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**TERMINATION AND RELEASE OF A SECURITY
INTEREST
TRADEMARKS**

May 29, 2019

THIS TERMINATION AND RELEASE OF LIEN (this "Release") is made as of May 29, 2019, by Ares Capital Corporation, in its capacity as administrative agent under the Credit Agreement (as defined below) (the "Administrative Agent"), in favor of Pipeline Software, LLC (f/k/a Pipeline Software, Inc.) (the "Grantor").

WHEREAS, the Borrower, Pegasus Global Enterprise Holdings, LLC., a Delaware limited liability company, as Holdings, the Lenders from time to time party thereto, and Ares Capital Corporation, as Administrative Agent, are party to that certain Credit Agreement, dated as of November 7, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered that certain U.S. Guarantee and Collateral Agreement dated as of November 7, 2016 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the "Guarantee and Collateral Agreement"), pursuant to which the Grantor executed and delivered that certain Trademark Security Agreement dated as of May 31, 2017, which was recorded with the United States Patent and Trademark Office on May 31, 2017 at Reel 6074, Frame 0004 (the "Trademark Security Agreement" and together with the Guarantee and Collateral Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantor, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations of the Grantor, mortgaged, pledged and hypothecated to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademarks, including, without limitation, all rights to sue and recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof; and

WHEREAS, pursuant to that certain Payoff Letter dated as of May 29, 2019, entered into by the Administrative Agent, Holdings and the Borrower, the Administrative Agent acknowledged the full payment and performance of the Secured Obligations of the Grantor, and accordingly the Grantor has requested and the Administrative Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, Administrative Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement, Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

2. Release of Security Interest; Further Assurances. Administrative Agent hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral, including the trademark registrations listed in Schedule I hereto (ii) re-transfers and re-assigns to the Grantor any and all right, title and interest that it may have in, to and under the Trademark Collateral, (iii) agrees that it shall execute and deliver all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral, effect the release of such rights to each Grantor and confirm each Grantor's right, title and interest in the Trademark Collateral, (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Administrative Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral.

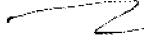
3. Electronic Delivery; Counterparts. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof. Further, this Release may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same agreement.

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

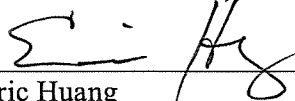
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IN WITNESS WHEREOF, the undersigned has executed this Release by
its duly authorized officer as of the date first above written.

ARES CAPITAL CORPORATION,
as Administrative Agent

By:  _____
Name Scott Lem
Title: Authorized Signatory

PIPELINE SOFTWARE, LLC, as Grantor

By: 
Name: Eric Huang
Title: Chief Executive Officer

SCHEDULE I

Grantor	Trademark Name	Application Number	Filing Date	Status	Registration Number	Registration Date
Pipeline Software, Inc.	Syntempo	85381068	07/26/11	Registered	4141647	05/15/12
Pipeline Software, Inc.	MAXXAVERA	87430411	04/28/17	Registered	5543659	08/21/18

TRADEMARK

REEL: 006656 FRAME: 0128

RECORDED: 05/29/2019