

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM525900

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination of Security Interest in Trademarks Recorded at Reel 6217, Frame 0487		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Golub Capital Markets LLC, as Administrative Agent	FORMERLY GCI Capital Markets LLC	05/31/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Retail Equation, Inc.		
<b>Street Address:</b>	9901 Linn Station Road, Suite 500		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40223		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5288063	RETAIL REWARDS	
<b>Registration Number:</b>	5314030	VERIFY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212-819-2655		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Peter Giovine/White & Case LLP		
<b>Address Line 1:</b>	1221 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	1182886-0075-BC15		
<b>NAME OF SUBMITTER:</b>	Peter Giovine		
<b>SIGNATURE:</b>	/Peter Giovine/		
<b>DATE SIGNED:</b>	05/31/2019		
<b>Total Attachments: 3</b>			
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## TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION OF SECURITY INTEREST IN TRADEMARKS, dated as of May 31, 2019, is made by Golub Capital Markets LLC (f/k/a GCI Capital Markets LLC), as administrative agent (the ‘Grantee’) in favor of The Retail Equation, Inc., a Delaware corporation (the ‘Grantor’). Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Security Agreement or Trademark Security Agreement (each as defined below).

WHEREAS, Grantor has granted to Grantee a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark applications and all proceeds thereof pursuant to (i) that certain First Lien Security Agreement dated as of November 21, 2014 (as amended, restated or otherwise modified prior to the date hereof, the “Security Agreement”) by and among Grantor, Grantee and the other “Grantors” party thereto and (ii) that certain Trademark Security Agreement dated as of December 1, 2017 (the “Trademark Security Agreement”) by Grantor in favor of Grantee;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on December 1, 2017 at Reel 6217 and Frame 0487; and

WHEREAS, Grantee has agreed to terminate and release its security interest in any of the Grantor’s Trademarks.

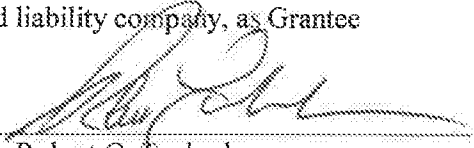
NOW, THEREFORE, for valuable consideration, Grantee hereby (i) terminates the Trademark Security Agreement, (ii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Grantee’s rights under the Security Agreement with respect to the Trademark Collateral and (iii) terminates and releases all mortgages, liens, and security interests granted by the Grantor to Grantee in the Trademark Collateral, including any of the Grantor’s Trademarks and any of the following:

1. each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in Schedule A attached hereto and the Trademark registrations issued with respect to the Trademark applications referred to in Schedule A attached hereto.

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IN WITNESS WHEREOF, Grantee has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

**GOLUB CAPITAL MARKETS LLC**, a Delaware limited liability company, as Grantee

By:   
Name: Robert G. Nychscherer  
Title: Managing Director

**SCHEDULE A**

**Trademarks**

U.S. Trademark Registrations

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
RETAIL REWARDS	87397304	4/4/2017	5288063	9/12/2017
VERIFY	87397310	4/4/2017	5314030	10/17/2017

U.S. Trademark Applications

None.