### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM529061

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Golub Capital LLC, as Collateral Agent		06/24/2019	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	SRS Software, LLC
Street Address:	4221 W. Boy Scout Blvd
City:	Татра
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark	
Registration Number:	5414198	SRS HEALTH	
Registration Number:	5420094	INTELLIGENT DATA SOLUTIONS	
Registration Number:	5144383	SMART WORKFLOWS	

#### **CORRESPONDENCE DATA**

Fax Number: 2127514864

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.

Phone: 212-906-1216

Email: angela.amaru@lw.com

Latham & Watkins LLP c/o Angela M. Amaru **Correspondent Name:** 

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 053644-0208	
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	06/25/2019

**Total Attachments: 3** 

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TRADEMARK REEL: 006677 FRAME: 0086

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Termination and Release of Security Interest in Trademarks (this "<u>Trademark Release</u>") is made as of June 24, 2019, by **GOLUB CAPITAL LLC**, a Delaware limited liability company (in such capacity, together with its successors and assigns in such capacity, the "<u>Collateral Agent</u>") in favor of **SRS SOFTWARE, LLC**, a Delaware limited liability company with an address at 5550 West Executive Drive, Suite 350, Tampa, Florida 33609 (the "<u>Grantor</u>"). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

#### WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement, dated as of March 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Grantor, the other grantors party thereto, and the Collateral Agent.

WHEREAS, pursuant to the Security Agreement, the Grantor entered into a certain trademark security agreement, dated as of January 11, 2019 (the "<u>Trademark Security Agreement</u>") in favor of the Collateral Agent, notice of which was recorded on January 11, 2019 at the United States Patent and Trademark Office at Reel 6522, Frame 0665.

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Grantor granted to the Collateral Agent (for the benefit of the Secured Parties), a security interest in all of Grantor's right, title and interest in and to the following, in each case whether then owned or existing or thereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"), other than Excluded Property: (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or thereafter adopted and used in its business (including without limitation the trademarks listed in **Schedule A** hereto), all rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the "Trademarks"); (ii) all goodwill of such Grantor's business symbolized by the Trademarks associated therewith; (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation or other violation or impairment of any of the foregoing.

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in all such Trademark Collateral as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Collateral Agent, for itself and on behalf of the lenders in association with the Security Interest, without any representation, warranty or recourse of any kind or nature, hereby releases, terminates and discharges any and all of its security interest in the Trademark Collateral of each Grantor, including all of the goodwill of the business connected with the use of, and symbolized by the Trademark Collateral, and assigns, transfers and conveys to the applicable Grantor any interest it may have in the Trademark Collateral, including the Security Interest and any other liens.

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TRADEMARK
REEL: 006677 FRAME: 0087

**IN WITNESS WHEREOF**, the Collateral Agent has caused this Trademark Release to be executed as of the date above.

GOLUB CAPITAL LLC,

as Collateral Agent

By:

Name: Robert G. Tuchscherer Title: Managing Director

[Nextech - Signature Page to Trademark Release]

# SCHEDULE A TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

### <u>Trademarks Registrations</u>:

<u>Owner</u>	Mark Description	Registration Number	Registration Date	\$8 Continued Use: \$15 Uncontestability \$8 & \$9 Continued Use Renewal Dates
SRS Software, LLC	SRS HEALTH	5414198	27-FEB-2018	27-FEB-2024 27-FEB-2028
SRS Software, LLC	INTELLIGENT DATA SOLUTIONS	5420094	06-MAR- 2018	06-MAR-2024 06-MAR-2028
SRS Software, LLC	SMART WORKFLOWS	5144383	21-FEB-2017	21-FEB-2023 21-FEB-2023

Trademark Applications:

None.

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**RECORDED: 06/25/2019** 

TRADEMARK REEL: 006677 FRAME: 0089