

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530063

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination of Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BBVA USA	FORMERLY Compass Bank	07/01/2019	National Banking Association: ALABAMA

RECEIVING PARTY DATA

Name:	Clarus Commerce LLC
Street Address:	500 Enterprise Dr., Suite 2C
City:	Rocky Hill
State/Country:	CONNECTICUT
Postal Code:	06067
Entity Type:	Limited Liability Company: CONNECTICUT
Name:	Clarus Holdings, LLC
Street Address:	500 Enterprise Drive, 2nd Floor
City:	Rocky Hill
State/Country:	CONNECTICUT
Postal Code:	06067
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4040724	FREE SHIPPING.COM
Registration Number:	4498678	FEECATION
Serial Number:	86933345	SHOPSMARTER
Serial Number:	86933335	FREESHIPPING.COM

CORRESPONDENCE DATA

Fax Number:

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: 1-212-318-6565
 Email: emilycollins@paulhastings.com
 Correspondent Name: Emily Collins
 Address Line 1: 200 Park Ave
 Address Line 2: c/o Paul Hastings LLP

CH \$115.00 4040724

Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER: Emily Collins

SIGNATURE: /s/ Emily Collins

DATE SIGNED: 07/01/2019

Total Attachments: 4

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TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of July 1, 2019 (this "Termination"), is made by BBVA USA, an Alabama banking corporation f/k/a Compass Bank, in its capacity as administrative agent pursuant to the Credit Agreement as defined below (in such capacity, the "Administrative Agent"), in favor of CLARUS COMMERCE LLC, a Connecticut limited liability company (the "Borrower") and CLARUS HOLDINGS, LLC, a Delaware limited liability company ("Holdings" and together with Borrower, individually each a "Grantor" and collectively, the "Grantors"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the IP Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Credit Agreement dated as of March 17, 2016, by and among the Borrower, Holdings, the lenders from time to time party thereto (the "Lenders") and Administrative Agent, as administrative agent for the Lenders (as amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders agreed to provide the Borrower with certain credit facilities;

WHEREAS, the Grantors, pursuant to that certain Intellectual Property Security Agreement, dated as of March 17, 2016, by the Grantors in favor of the Administrative Agent (the "IP Security Agreement"), granted to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in and continuing lien on all of the Grantors' Collateral (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office on March 17, 2016, at Reel 5752, Frame No. 0981; and

WHEREAS, the Administrative Agent has agreed to terminate and release its security interest in all of such Collateral, including, without limitation, the Trademarks (as defined in the IP Security Agreement) identified on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Administrative Agent hereby terminates the IP Security Agreement and hereby terminates, cancels and releases any and all mortgages, liens, and security interests that it has in, to and under the Collateral, including, without limitation, the Trademarks identified on Schedule A attached hereto.

2. Authorization to Record. The Administrative Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.

3. Further Assurances. The Administrative Agent shall take all further actions, and provide to each Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and

all documents or other instruments), reasonably requested by any Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of such Grantor.

4. Governing Law. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination of Intellectual Property Security Agreement to be duly executed as of the date first set forth above.

BBVA USA,
an Alabama banking corporation f/k/a Compass Bank,
as Administrative Agent

By: 
Name: Brandon Kelley
Its: Senior Vice President


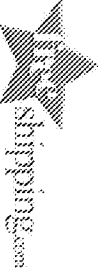
[Signature Page]

Termination of Intellectual Property Security Agreement

#68613153

TRADEMARK
REEL: 006683 FRAME: 0418

Schedule A

Grantor	Trademarks	Application No.	Application Date	Filing Date	Status	Registration No.
Clarus Commerce LLC	FreeShipping.com (& design) 	85/128160	09/13/2010	10/18/2011	Registered	4,040,724
Clarus Commerce LLC	 Freeception	85/610595	04/27/2012	03/18/2014	Registered	4,498,678

Trademark Applications

US Registration Number:	US Serial Number:	Mark:	Application Filing Date:	Registration Date:	Atty Name:	Docket Number:
Pending	86933345	SHOPSMARTER	March 8, 2016	Pending		
Pending	86933335	FREESHIPPING.COM	March 8, 2016	Pending		