

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM531021

<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>
Ares Capital Corporation		07/09/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Quorum Review, Inc.		
<b>Street Address:</b>	6940 Columbia Gateway Drive		
<b>Internal Address:</b>	Suite 110		
<b>City:</b>	Columbia		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21046		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87236103	Q	
<b>Serial Number:</b>	87236153	K	
<b>Serial Number:</b>	87236169	Q CONSENT	
<b>Serial Number:</b>	78805997	QUORUM REVIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359492		
<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>	2125969167		
<b>Email:</b>	gary.lee@ropesgray.com		
<b>Correspondent Name:</b>	Gary Lee		
<b>Address Line 1:</b>	1211 Avenue of the Americas		
<b>Address Line 2:</b>	Ropes & Gray LLP, 39th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8704		
<b>ATTORNEY DOCKET NUMBER:</b>	109251-0056-003		
<b>NAME OF SUBMITTER:</b>	Gary Lee		
<b>SIGNATURE:</b>	/Gary Lee/		
<b>DATE SIGNED:</b>	07/09/2019		

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**Total Attachments: 3**

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## **TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of July 9, 2019, by Ares Capital Corporation, in its capacity as Agent for the Lenders (in such capacity, "Grantee") in favor of Quorum Review, Inc., a Washington corporation (the "Grantor"). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Trademark Security Agreement (as defined below).

### **W I T N E S S E T H:**

WHEREAS, Grantor, the other grantors from time to time party thereto and the Grantee entered into that certain Guarantee and Collateral Agreement dated as of November 7, 2017 (as amended, modified, restated and/or supplemented from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor and Grantee entered into that certain Trademark Security Agreement dated as of February 28, 2019 (the "Trademark Security Agreement"), in each case, pursuant to which Grantor granted to Grantee, for its benefit and the benefit of the Lenders, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether then owned or existing or thereafter created, acquired or arising (collectively the "Trademark Collateral"):

- (i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and;
- (ii) all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 28, 2019 at Reel 6576, Frame 0523; and

WHEREAS, Grantor has requested that Grantee release its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. Grantee hereby releases, without any representation, warranty, recourse or undertaking by Grantee, its security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral.
2. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, warranty, recourse or undertaking by Grantee, any and all of Grantee's right, title and interest in and to the Trademark Collateral, and authorizes the recordation of this Trademark Release and Reassignment with the United States Patent and Trademark Office at the expense of the Credit Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ARES CAPITAL CORPORATION, as Grantee

By: 



Name: \_\_\_\_\_

Title: \_\_\_\_\_

MARK AFFOLTER  
AUTHORIZED SIGNATORY

**Schedule A**

**Trademark Registrations and Applications**

<b>Trademark</b>	<b>Current Owner/Applicant</b>	<b>Status</b>	<b>App. #</b>	<b>Filing Date</b>	<b>Reg. #</b>	<b>Reg. Date</b>
Q Design 	Quorum Review, Inc.	Registered	87236103	11/14/16	5514568	7/10/18
K Design 	Quorum Review, Inc.	Registered	87236153	11/14/16	5514569	7/10/18
Q CONSENT	Quorum Review, Inc.	Registered	87236169	11/14/16	5493009	6/12/18
QUORUM REVIEW	Quorum Review, Inc.	Registered	78805997	2/2/06	3499125	9/9/08