### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM534549

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Release of the Security Interest recorded at Reel/Frame 5831/0737

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TPG Specialty Lending, Inc.		07/31/2019	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Tropics Software Technologies, LLC		
Street Address:	170 Huyshope Avenue		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06106		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3045064	TROPICS

#### CORRESPONDENCE DATA

Fax Number: 3128622200

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: 312-862-6371

Email: renee.prescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street Address Line 2: Kirkland & Ellis LLP Address Line 4:

Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	23190-57 RMP	
NAME OF SUBMITTER:	Renee M. Prescan	
SIGNATURE:	/Renee M. Prescan/	
DATE SIGNED:	07/31/2019	

#### **Total Attachments: 3**

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> TRADEMARK REEL: 006708 FRAME: 0762

900509097

# RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS, dated as of July 31, 2019 (this "Release"), is made by **TPG SPECIALTY LENDING, INC.**, a Delaware corporation, acting in its capacity as Collateral Agent for the Secured Parties (in such capacity, the "Grantee") under that certain Grant of a Security Interest - Trademarks, dated as of July 6, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), by **TROPICS SOFTWARE TECHNOLOGIES, LLC**, a Delaware limited liability company with an address of 170 Huyshope Avenue, Hartford, CT 06106 (the "Grantor") in favor of the Grantee. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on July 6, 2016 at reel 5831, frame 0737, the Grantor granted to the Grantee a continuing security interest in and to, all of the Grantor's right, title and interest in and to the Collateral, including, without limitation, the trademarks set forth on the attached <u>Schedule I</u> and any and all goodwill relating to the same (collectively, the "<u>Released Trademark Collateral</u>");

WHEREAS, pursuant to that certain Payoff Letter, dated as of July 31, 2019, by and between the Grantor, the other signatories party thereto and the Grantee, the Grantor has requested and the Grantee has agreed to (a) release any and all liens and security interests it may have in the Released Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Released Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee does hereby, on behalf of itself and the Secured Parties, (a) terminate the liens and security interest created under the Trademark Security Agreement in the Released Trademark Collateral, (b) release and relinquish its security interest in the Released Trademark Collateral, (c) discharge and relinquish any and all rights, title and interest it has in and the security interest granted to the Grantee in the Released Trademark Collateral, and (d) assigns, transfers and conveys to the Grantor any and all of its rights, title and interests it has in the Released Trademark Collateral. The Grantee agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Grantee's security interests in the Released Trademark Collateral. The Grantee further agrees that it shall, at the expense of the Grantor execute and deliver all documents and take all other actions reasonably requested by the Grantors to evidence this Release.

This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

TRADEMARK REEL: 006708 FRAME: 0763 IN WITNESS WHEREOF, the Grantee has caused this Release to be duly executed by its officer thereunto duly authorized as of the date above first written.

GRANTEE:

TPG SPECIALTY LENDING, INC.,

as Collateral Agent

By:

Name: Robert (Bo) Stanley

Title:

President

## SCHEDULE I

Mark	App. No.	App. Date	Reg. No.	Reg. No.
TROPICS	78/440821	06/24/2004	3045064	01/17/2006

**RECORDED: 07/31/2019** 

TRADEMARK REEL: 006708 FRAME: 0765