

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of the Security Interest recorded at Reel/Frame 6165/0544		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		08/05/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Auction.com, LLC (formerly known as Ten-X, LLC)		
Street Address:	1 Mauchly		
City:	Irvine		
State/Country:	TEXAS		
Postal Code:	92618		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5301883	WHERE REAL ESTATE IS MOVING	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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>			
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:	46166-3 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
SIGNATURE:	/Renee M. Prescan/		
DATE SIGNED:	08/06/2019		
Total Attachments: 4			
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PARTIAL TERMINATION AND RELEASE OF FIRST LIEN TRADEMARK SECURITY INTEREST

This PARTIAL TERMINATION AND RELEASE OF FIRST LIEN TRADEMARK SECURITY INTEREST, dated as of August 5, 2019 (the “**Release**”), is made by ANTARES CAPITAL LP, as collateral agent (the “**Collateral Agent**”) in favor of AUCTION.COM, LLC (formerly known as TEN-X, LLC), a Delaware limited liability company (the “**Grantor**”).

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement, dated as of September 29, 2017, by and among the Collateral Agent, the Grantor, and certain other parties thereto (the “**Security Agreement**”), the Grantor granted to the Collateral Agent, in its capacity as collateral agent, a security interest in certain collateral.

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a First Lien Trademark Security Agreement, dated as of September 29, 2017, in favor of the Collateral Agent (as amended, supplemented or modified and in effect from time to time, the “**Trademark Security Agreement**”). Unless otherwise defined herein, terms defined in the Trademark Security Agreement and used herein have the meaning given to them in the Trademark Security Agreement.

WHEREAS, an executed copy of the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“**USPTO**”) on September 29, 2017 at Reel 6165, Frame 0544;

WHEREAS, Grantor assigned all right, title and interest in and to the Released Trademark Collateral (defined below) (the “**Assignment**”) to TEN-X INC., a Delaware corporation (“**Assignee**”) pursuant to that certain Trademark Assignment Agreement, dated as of December 31, 2018, by and between Grantor and Assignee (the “**Assignment Agreement**”), and an executed copy of the Assignment Agreement was recorded with the USPTO on January 3, 2019 at Reel 6516, Frame 0354; and

WHEREAS, in connection with the Assignment, the Collateral Agent has agreed to terminate and release its security interest in U.S. Trademark Reg. No. 5301883 (the “**Released Trademark Collateral**”).

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

1. The Collateral Agent hereby terminates, cancels, extinguishes, discharges and releases, in its entirety, for the benefit of Grantor and its successors and assigns (including Assignee): (a) all liens and security interests created under the Security Agreement and the Trademark Security Agreement in the Released Trademark Collateral; (b) all of the Collateral Agent’s rights, title and interest in, to and under the Released Trademark Collateral; and (c) all liens and security interests granted to the Collateral Agent in the Released Trademark Collateral.

2. The parties hereto authorize and request that the Commissioner for Trademarks at the USPTO or its delegate record this Release against the Trademark Collateral. The Collateral Agent agrees to perform, as reasonably requested by the Grantor, all further acts and provide, execute and/or deliver all further information, authorization, documents and/or instruments that may be reasonably necessary to carry out the provisions of this Release, at Grantor’s sole cost and expense.

3. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Collateral Agent’s security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

4. This Release may not be supplemented, altered or modified in any manner except by a

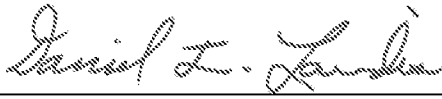
writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Release shall not waive any of its rights under such terms or provisions. This Release shall be binding upon the Collateral Agent's representatives, successors, assigns and transferees and is made in favor of and for the benefit of Grantor and its successors and assigns.

5. THIS RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the day and year first above written.

ANTARES CAPITAL LP
as Collateral Agent

By:  _____

Name: Dan Landis

Title: Duly Authorized Signatory

AUCTION.COM, LLC

By: 
Name: Lee J. Leslie
Title: Chief Legal Officer

[Signature Page – Partial Termination and Release Of First Lien Trademark Security Interest]

RECORDED: 08/06/2019

**TRADEMARK
REEL: 006712 FRAME: 0904**