

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM536212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		08/09/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	ENTERWORKS ACQUISITION, INC.		
Street Address:	46040 Center Oak Plaza Suites 115-120		
City:	Sterling		
State/Country:	VIRGINIA		
Postal Code:	20166		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2310784	ENTERWORKS	
Registration Number:	2224613	E.	
Serial Number:	87610454		
Serial Number:	87610451		
Serial Number:	87603755	PRECISION EATING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.318.6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 PARK AVE, 28TH FLOOR		
Address Line 2:	C/O PAUL HASTINGS LLP		
Address Line 4:	NEW YORK, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	1117690 Etreworks TM		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/ALANA GRAMER/		

OP \$140.00-2310784

DATE SIGNED:	08/12/2019
Total Attachments: 3 source=Termination and Release of Trademark Security Agreement - Enterworks (Winshuttle) - Executed#page1.tif source=Termination and Release of Trademark Security Agreement - Enterworks (Winshuttle) - Executed#page2.tif source=Termination and Release of Trademark Security Agreement - Enterworks (Winshuttle) - Executed#page3.tif	

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this “**Termination**”), is dated as of August 9, 2019, and made by **PNC BANK, NATIONAL ASSOCIATION**, as agent (in such capacity, “**Agent**”), in favor of **ENTERWORKS ACQUISITION, INC.**, a Delaware corporation (the “**Grantor**”).

WHEREAS, pursuant to that certain Trademark Security Agreement dated February 8, 2019 by the Grantor in favor of Agent (the “**Security Agreement**”), a security interest was granted by Grantor to Agent in certain collateral, including the Trademark Collateral (as such term is defined in the Security Agreement);

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office (“**USPTO**”) on February 11, 2019 at Reel/Frame 6557/0185; and

WHEREAS, Agent now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Agent hereby states as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

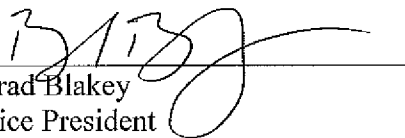
2. **Release of Security Interest.** Agent hereby terminates the Security Agreement and irrevocably terminates, releases and discharges the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement, in the Trademark Collateral, including the Trademarks listed on Schedule A hereto, and, all associated goodwill, and, without representation, recourse or warranty whatsoever, reassigns, transfers and conveys to Grantor all right, title and interest of Agent in the Trademark Collateral, including all associated goodwill, and any right, title or interest of Agent in such Trademark Collateral shall hereby terminate, cease and become void.

3. **Further Assurances.** Agent hereby authorizes Grantor or an authorized representative of Grantor to (i) record this Termination with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release and discharge of the security interest of Agent in the Trademark Collateral and/or (iii) otherwise record or file this Termination in the applicable governmental office or agency. Agent further agrees to execute and deliver to Grantor any and all further documents and instruments, and do any and all further acts which Grantor (or its agents or designees) reasonably requests (at Grantor’s sole cost and expense) in order to confirm this Termination and Grantor’s right, title and interest in, to and under the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.




PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Brad Blakey
Title: Vice President

[Signature Page - Termination and Release of Trademark Security Agreement – Enterworks
Acquisition, Inc.]

Schedule A

TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Owner
	USPTO	87610454 9/15/17	N/A	Unregistered	Enterworks Acquisition, Inc.
	USPTO	87610451 9/15/17	N/A	Unregistered	Enterworks Acquisition, Inc.
PRECISION EATING	USPTO	87603755 9/11/17	N/A	Unregistered	Enterworks Acquisition, Inc.
ENTERWORKS	USPTO	75500402 6/11/98	2310784 1/25/00	Registered	Enterworks Acquisition, Inc.
	USPTO	75151723 8/16/96	2224613 2/16/99	Registered	Enterworks Acquisition, Inc.
ENTERWORKS	USPTO	0899184 3/11/70	TMA638420 9/22/70	Registered	Enterworks Acquisition, Inc.