

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC, as Agent		08/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ontario Systems, LLC		
Street Address:	1150 W Kilgore Ave		
City:	Muncie		
State/Country:	INDIANA		
Postal Code:	47305		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4886206	CONTACT SAVVY	
Registration Number:	4442303	COLLECT SAVVY	
Registration Number:	3944989	COLLECT SAVVY	
Registration Number:	3741349	MESSAGE DELIVERY ON DEMAND	
Registration Number:	3296332	FACS	
Registration Number:	3244454	VERIFIED CONTACTS	
Registration Number:	2927649	ARTIVA	
Registration Number:	3022519	ARTIVA	
Registration Number:	2804058	ONTARIO SYSTEMS	
Registration Number:	2056336	CT VISION	
Registration Number:	1581239	GUARANTEED CONTACTS	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		

CH \$290.00 4886206

Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	342663-108
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	08/30/2019
Total Attachments: 4 source=nxt ontario - trademark release (ontario 2015)#page1.tif source=nxt ontario - trademark release (ontario 2015)#page2.tif source=nxt ontario - trademark release (ontario 2015)#page3.tif source=nxt ontario - trademark release (ontario 2015)#page4.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of August 30, 2019, by NXT Capital, LLC, a Delaware limited liability company, in its capacity as Agent for the Lenders (“Grantee”) in favor of ONTARIO SYSTEMS, LLC, a Delaware limited liability company (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 10, 2015 among Grantee, Grantor and the other Loan Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders (as defined therein), a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof (collectively, the “Secured Trademarks”), to secure the payment of all amounts owing by Borrowers (as defined in the Credit Agreement) under that certain Credit Agreement as of September 10, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, Grantor and Grantee were parties to that certain Trademark Security Agreement dated as of September 10, 2015 (the “Security Agreement”) pursuant to which the Grantor granted and reaffirmed its prior grant pursuant to the Guarantee and Collateral Agreement of a security interest to Grantee in the Secured Trademarks, including the Trademarks set forth on Schedule 1 hereto, as security for certain obligations owing by Grantor to Grantee;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on September 10, 2015, at Reel 5620, Frame 0599; and

WHEREAS, Grantee has agreed to release its security interest in the Secured Trademarks and reassign any and all rights in the same to Grantor.

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

1. Grantee hereby terminates the Security Agreement and terminates, cancels and releases its security interest in all of Grantor’s right, title and interest in and to the Secured Trademarks, including, without limitation:

(i) each Trademark listed on Schedule 1 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 Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

2. Grantee hereby reassigns, grants and conveys to the Grantor, any and all of Grantee's right, title and interest in and to the Trademarks listed on Schedule 1 annexed hereto and all other Secured Trademarks.

3. To the extent applicable, Grantee hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States note and record this Release against all Secured Trademarks, including the Trademarks set forth on Schedule 1.

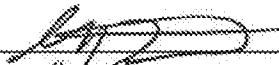
4. This Release may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of this Release.

5. This Release is made under and governed by the laws of the State of New York.

[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.

NXT CAPITAL, LLC, as Agent

By: 
Name: *GRACIA LEFRANCOS*
Title: *VC*

SCHEDULE 1

Trademark Registrations

Title	Registration No	Registration Date	Owner
CONTACT SAVVY	4886206	1/12/16	Ontario Systems, LLC
COLLECT SAVVY	4442303	12/3/13	Ontario Systems, LLC
COLLECT SAVVY LL	3944989	4/12/11	Ontario Systems, LLC
MESSAGE DELIVERY ON DEMAND	3741349	1/19/10	Ontario Systems, LLC
FACS	3296332	9/25/07	Ontario Systems, LLC
VERIFIED CONTACTS	3244454	5/22/07	Ontario Systems, LLC
ARTIVA	2927649	2/22/05	Ontario Systems, LLC
ARTIVA	3022519	12/6/05	Ontario Systems, LLC
ONTARIO SYSTEMS	2804058	1/13/04	Ontario Systems, LLC
CT VISION	2056336	4/22/97	Ontario Systems, LLC
GUARANTEED CONTACTS	1581239	2/6/90	Ontario Systems, LLC