

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM539315

<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>
ARROWMARK AGENCY SERVICES, LLC, as collateral agent	FORMERLY Arrowpoint Agency Services, LLC	08/30/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SENTRY CENTERS HOLDINGS LLC		
<b>Street Address:</b>	2711 CENTERVILLE ROAD		
<b>Internal Address:</b>	SUITE 400		
<b>City:</b>	WILMINGTON		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4604001	CONVENE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3127018637		
<b>Email:</b>	IPDocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	71 S. Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	19623810		
<b>NAME OF SUBMITTER:</b>	William R. Siegel		
<b>SIGNATURE:</b>	/william r siegel/		
<b>DATE SIGNED:</b>	09/04/2019		
<b>Total Attachments: 3</b>			
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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Termination and Release"), dated as of August 30, 2019, is made by ARROWMARK AGENCY SERVICES, LLC (formerly known as Arrowpoint Agency Services, LLC), as collateral agent (in such capacity, the "Collateral Agent"), in favor of SENTRY CENTERS HOLDINGS LLC, a Delaware limited liability company (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below).

### WITNESSETH

WHEREAS, pursuant to (a) that certain Loan Agreement dated as January 25, 2016, among the parties thereto (as amended, amended and restated, modified, supplemented or otherwise modified from time to time, the "Loan Agreement") and (b) that certain Guaranty and Security Agreement dated as of January 25, 2016, among the parties thereto (as amended, amended and restated, modified, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor and the Collateral Agent entered into that certain Trademark Security Agreement, dated as of January 25, 2016 (the "Trademark Security Agreement"), pursuant to which the Grantor pledged, assigned and granted to the Collateral Agent for the benefit of the Lenders a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement) including, without limitation, those listed on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 27, 2016, Reel No. 5716 and Frame No. 0552; and

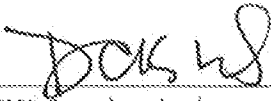
WHEREAS, pursuant to that certain Payoff Letter, dated as of August 29, 2019 the Collateral Agent has terminated and released any and all security interests it may have in the Collateral (as that term is defined in the Security Agreement) and agreed to re-assign and transfer all of its right, title and interest in the Collateral to the Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without warranty or recourse of whatsoever kind, the Collateral Agent hereby terminates releases, discharges and cancels all of its security interests in the Trademark Collateral, and re-assigns, re-conveys and re-transfers any right, title and interest that the Collateral Agent may have in the Trademark Collateral to the Grantor and authorizes this Termination and Release to be recorded with the United States Patent and Trademark Office. The terms of Section 14.8 of the Loan Agreement are incorporated herein by reference, *mutates mutandis*, and the parties hereto agree to such terms.

[SIGNATURE PAGE FOLLOWS]

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

**ARROWMARK AGENCY SERVICES, LLC**, as the  
Collateral Agent

By:   
Name: David Watkins  
Title: Managing Member

[Signature Page to Trademark Termination and Release Letter]

**SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

**Trademark Registrations**

<u>Trademark</u>	<u>Record Owner</u>	<u>Reg. #</u>	<u>Reg. Date</u>
CONVENE	Sentry Centers Holdings, LLC	4,604,001	09/16/2014