

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543458

<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>
Zions Bancorporation, N.A. dba Amegy Bank	FORMERLY ZB, N.A. dba Amegy Bank	09/30/2019	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Benepace, LLC		
<b>Street Address:</b>	9420 Research Blvd.		
<b>Internal Address:</b>	Ste. 100 and 150		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78759		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2717493	BENEPLACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7136515246		
<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>	713-651-5567		
<b>Email:</b>	annie.aymond@nortonrosefulbright.com		
<b>Correspondent Name:</b>	ANNIE AYMOND-NORTON ROSE FULBRIGHT USLLP		
<b>Address Line 1:</b>	1301 MCKINNEY STREET		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77010		
<b>ATTORNEY DOCKET NUMBER:</b>	Benepace LLC-1001069242		
<b>NAME OF SUBMITTER:</b>	Annie Aymond		
<b>SIGNATURE:</b>	/Annie Aymond/		
<b>DATE SIGNED:</b>	10/01/2019		
<b>Total Attachments: 4</b>			
source=Release_TM_Security_Agreement_Zions_Amegy_BenepaceLLC_1001069242#page1.tif			
source=Release_TM_Security_Agreement_Zions_Amegy_BenepaceLLC_1001069242#page2.tif			
source=Release_TM_Security_Agreement_Zions_Amegy_BenepaceLLC_1001069242#page3.tif			

OP \$40.00 2717493



**RELEASE OF TRADEMARK SECURITY INTEREST**

This **RELEASE OF TRADEMARK SECURITY INTEREST** (this "**Release**") is made and effective as of September 30, 2019 and granted by ZIONS BANCORPORATION, N.A. dba Amegy Bank (f/k/a ZB, N.A. dba Amegy Bank), as administrative agent (in such capacity, "**Administrative Agent**") for the Secured Parties (as defined in the Credit Agreement defined below), in favor of BENEPLACE, LLC, a Texas limited liability company ("**Debtor**") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement dated as of March 27, 2017 (as amended, restated or supplemented from time to time, the "**Credit Agreement**") among the Debtor, as borrower, the lenders from time to time party thereto (collectively, the "**Lenders**" and each individually, a "**Lender**"), and Administrative Agent, as administrative agent for itself and the other Lenders, the Debtor executed and delivered to the Administrative Agent (i) that certain Security Agreement by and between the Debtor and the Administrative Agent for the ratable benefit of the Secured Parties dated as of March 27, 2017 (as amended, restated or supplemented from time to time, the "**Security Agreement**") and (ii) that certain Trademark Security Agreement by and between the Debtor and the Administrative Agent for the ratable benefit of the Secured Parties dated as of March 27, 2017 (as amended, restated or supplemented from time to time, the "**Trademark Security Agreement**" and, together with the Security Agreement, the "**Security Agreements**");

WHEREAS, pursuant to the Security Agreements, the Debtor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of the Debtor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6020, Frame 0364 on March 28, 2017; and

WHEREAS, the Debtor has requested that the Administrative Agent terminate, release and discharge its security interest in the Trademark Collateral and execute a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its security interest in such Trademark Collateral pursuant to the Security Agreements as provided herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby states as follows:

1. Release of Security Interest. The Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates, releases and discharges any and all of its security interest in the Trademark Collateral, and reassigns to the Debtor any and all right, title and interest that it may have, in, to and under the following (collectively, the "**Trademark Collateral**");

(a) all trademarks, including, without limitation, the trademarks, service marks, trade names, trademark registrations, trademark applications listed on *Schedule 1* annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark

(b) all trademark licenses granted in connection with the trademarks listed on *Schedule 1* annexed hereto; and;

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement or dilution of any trademark, including, without limitation, the trademarks, service marks, trade names, and trademark registrations listed on *Schedule 1* annexed hereto, the trademark registrations issued with respect to the trademark applications listed on *Schedule 1* and the trademarks licensed under trademark licenses, or (b) injury to the goodwill associated with any trademark, service mark, trade name, trademark registration or trademark licensed under any trademark license.

2. Further Assurances. Administrative Agent agrees to take all further actions, and provide to the Debtor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Debtor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

ZIONS BANCORPORATION, N.A. dba  
Amegy Bank,  
as Administrative Agent

By: *Lauren Page*  
Lauren Page  
Vice President

ACKNOWLEDGMENT

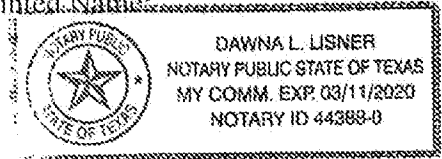
STATE OF TEXAS )  
 )SS.  
COUNTY OF HARRIS )

On the 30<sup>th</sup> day of September, 2019, before me personally appeared Lauren Page, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in her authorized capacity as a vice president of Zions Bancorporation, N.A. dba Amegy Bank, as administrative agent, and acknowledged the instrument to be the free act and deed of Zions Bancorporation, N.A. dba Amegy Bank for the uses and purposes mentioned in the instrument.

*Dawna Lisner*  
Notary Public

Printed Name:

My Commission Expires:  
3-11-2020



**SCHEDULE 1**  
**TRADEMARKS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Application Number</b>	<b>Owner</b>
BENEPLACE	2717493	76441823	BENEPLACE, LLC