

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM543693

|   |                               |                            |                                   |
|---|-------------------------------|----------------------------|-----------------------------------|
| <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>                |
| WILMINGTON TRUST,<br>NATIONAL ASSOCIATION, as<br>collateral agent   |                               | 10/01/2019                 | National Association:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                               |                            |                                   |
| <b>Name:</b>  | XORA, INC.                    |                            |                                   |
| <b>Street Address:</b>  | 2520 Pilot Knob Road, #140    |                            |                                   |
| <b>City:</b>  | Mendota Heights               |                            |                                   |
| <b>State/Country:</b>   | MINNESOTA                     |                            |                                   |
| <b>Postal Code:</b>   | 55120                         |                            |                                   |
| <b>Entity Type:</b>   | Corporation: DELAWARE         |                            |                                   |
| <b>PROPERTY NUMBERS Total: 10</b>   |                               |                            |                                   |
| <b>Property Type</b>  | <b>Number</b>                 | <b>Word Mark</b>           |                                   |
| <b>Registration Number:</b>   | 4689167                       | STREETSMART                |                                   |
| <b>Registration Number:</b>   | 4689168                       | STREETSMART ADVANTAGE      |                                   |
| <b>Registration Number:</b>   | 4689169                       | STREETSMART WORKFORCE      |                                   |
| <b>Registration Number:</b>   | 4692774                       | XORA STREETSMART           |                                   |
| <b>Registration Number:</b>   | 4625327                       | XORA STREETSMART ADVANTAGE |                                   |
| <b>Registration Number:</b>   | 4625326                       | XORA STREETSMART WORKFORCE |                                   |
| <b>Registration Number:</b>   | 2510199                       | XORA                       |                                   |
| <b>Registration Number:</b>   | 3367713                       | XORA                       |                                   |
| <b>Registration Number:</b>   | 3614414                       | APPMOSPHERE                |                                   |
| <b>Registration Number:</b>   | 3566579                       | GEARWORKS                  |                                   |
| <b>CORRESPONDENCE DATA</b>  |                               |                            |                                   |
| <b>Fax Number:</b>  | 2028357586                    |                            |                                   |
| <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>   | 202-835-7500                  |                            |                                   |
| <b>Email:</b>   | dcip@milbank.com              |                            |                                   |
| <b>Correspondent Name:</b>  | Javier J. Ramos               |                            |                                   |
| <b>Address Line 1:</b>  | 1850 K Street, NW, Suite 1100 |                            |                                   |

CH \$265.00 4689167

|                        |                        |
|------------------------|------------------------|
| <b>Address Line 2:</b> | Milbank, LLP           |
| <b>Address Line 4:</b> | Washington, D.C. 20006 |

|                                |             |
|--------------------------------|-------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 41109.01800 |
|--------------------------------|-------------|

|                           |                 |
|---------------------------|-----------------|
| <b>NAME OF SUBMITTER:</b> | Javier J. Ramos |
|---------------------------|-----------------|

|                   |                   |
|-------------------|-------------------|
| <b>SIGNATURE:</b> | /Javier J. Ramos/ |
|-------------------|-------------------|

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 10/03/2019 |
|---------------------|------------|

**Total Attachments: 4**

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**RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of October 1, 2019, by WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the “Collateral Agent”), in favor of XORA, INC. (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreement (defined below), or if not defined therein, in the Pledge and Security Agreement (defined below).

**WHEREAS**, the Grantor is a party to that certain (i) Pledge and Security Agreement, dated as of July 13, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) in favor of the Collateral Agent, and (ii) Trademark Security Agreement, dated as of July 13, 2015, in favor of the Collateral Agent (the “Trademark Security Agreement”), pursuant to which the Grantor granted to the Collateral Agent a lien on and security interest in all right, title and interest of the Grantor in, to and under the Trademark Collateral;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 005575, Frame 0815 on July 13, 2015;

**WHEREAS**, the Grantor has requested that the Collateral Agent terminate, release and discharge fully its lien on and security interest in all right, title and interest of the Grantor in, to and under the Trademark Collateral, including each trademark and trademark application listed on the attached Schedule A hereto, and execute a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its lien on and security interests in the Trademark Collateral as herein provided.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby releases, relinquishes and discharges, with respect to the Grantor, all of its lien on and security interest in and to all of the Grantor’s right, title, and interest in, to and under the Trademark Collateral, and re-assigns to the Grantor any and all right, title or interest it may have in such Trademark Collateral.


The Collateral Agent hereby authorizes the Grantor, or the Grantor’s authorized representatives to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency. The Collateral Agent agrees to execute and deliver to the Grantor other instruments and other documents as may be necessary to release the lien on and security interest in the Trademark Collateral which had been granted under the Trademark Security Agreement.

**THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).**

*[Signature page follows]*

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

WILMINGTON TRUST, NATIONAL  
ASSOCIATION,  
as Collateral Agent

By:   
Name: Daniel Bergstrom  
Title: Vice President

*[Signature Page to Release of Security Interest in Trademark Collateral]*

TRADEMARK  
REEL: 006762 FRAME: 0650

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

| <b>Trademark</b>                 | <b>Country</b> | <b>Application<br/>Number/Filing<br/>Date</b> | <b>Registration<br/>Number /<br/>Registration<br/>Date</b> | <b>Status</b> | <b>Owner</b>       |
|----------------------------------|----------------|---|--|---------------|--------------------|
| TIMETRACK                        | International  |   | 940824<br>4/30/2007  | Registered    | Xora, Inc.         |
| STREETSMART                      | U.S.           | 85838007<br>1/31/2013                         | 4689167<br>2/17/2015                                       | Registered    | Xora, Inc.         |
| STREETSMART<br>ADVANTAGE         | U.S.           | 85838008<br>1/31/2013                         | 4689168<br>2/17/2015                                       | Registered    | Xora, Inc.         |
| STREETSMART<br>WORKFORCE         | U.S.           | 85838011<br>1/31/2013                         | 4689169<br>2/17/2015                                       | Registered    | Xora, Inc.         |
| XORA<br>STREETSMART              | U.S.           | 85632557<br>5/23/2012                         | 4692774<br>2/24/2015                                       | Registered    | Xora, Inc.         |
| XORA<br>STREETSMART<br>ADVANTAGE | U.S.           | 85632561<br>5/23/2012                         | 4625327<br>10/21/2014                                      | Registered    | Xora, Inc.         |
| XORA<br>STREETSMART<br>WORKFORCE | U.S.           | 85632558<br>5/23/2012                         | 4625326<br>10/21/2014                                      | Registered    | Xora, Inc.         |
| XORA                             | U.S.           | 76209330<br>2/12/2001                         | 2510199<br>11/20/2001                                      | Registered    | Xora, Inc.         |
| XORA                             | U.S.           | 77027713<br>10/24/2006                        | 3367713<br>1/15/2008                                       | Cancelled     | Xora, Inc.         |
| APPMOSPHERE                      | EM             | 006585707<br>1/16/2008                        | 006585707<br>1/14/2009                                     | Registered    | GearWorks,<br>Inc. |

| <b>Trademark</b> | <b>Country</b> | <b>Application<br/>Number/Filing<br/>Date</b> | <b>Registration<br/>Number /<br/>Registration<br/>Date</b> | <b>Status</b> | <b>Owner</b>       |
|------------------|----------------|---|--|---------------|--------------------|
| APPMOSPHERE      | U.S.           | 77230111<br>7/16/2007                         | 3614414<br>5/5/2009  | Cancelled     | Xora, Inc.         |
| GEARWORKS        | EM             | 006875521<br>4/29/2008                        | 006875521<br>1/23/2009                                     | Cancelled     | GearWorks,<br>Inc. |
| GEARWORKS        | U.S.           | 77315747<br>10/29/2007                        | 3566579<br>1/27/2009                                       | Cancelled     | GearWorks,<br>Inc. |