

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543819

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC BANK		10/02/2019	National Banking Association: UNITED STATES
KAYNE SENIOR CREDIT III LOANCO, LLC		10/02/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Global Employment Holdings, Inc.
Street Address:	10375 Park Meadows Drive, Suite 475
City:	Littleton
State/Country:	COLORADO
Postal Code:	80124
Entity Type:	Corporation: DELAWARE
Name:	Friendly Advanced Software Technology, Inc.
Street Address:	10375 Park Meadows Drive, Suite 475
City:	Littleton
State/Country:	COLORADO
Postal Code:	80124
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4711663	FAHRENHEIT IT
Registration Number:	2566696	GLOBAL EMPLOYMENT SOLUTIONS
Registration Number:	4361267	LOCAL INTELLIGENCE. GLOBAL ADVANTAGE.
Registration Number:	1984631	
Registration Number:	1531181	EXCELLENCE AT WORK
Registration Number:	4699767	F
Registration Number:	4699766	FAHRENHEIT

CORRESPONDENCE DATA

Fax Number: 2125935955

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 756-2132
Email: scott.kareff@srz.com
Correspondent Name: Scott Kareff
Address Line 1: Schulte Roth & Zabel, 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.1909
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NAME OF SUBMITTER:	Scott Kareff
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SIGNATURE:	/RS for SK/
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DATE SIGNED:	10/03/2019
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Total Attachments: 4

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**TERMINATION AND RELEASE OF CONFIRMATION OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), is dated as of October 2, 2019, and made by **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as Revolving Agent under the below-defined Security Agreement ("Revolving Agent") and **KAYNE SENIOR CREDIT III LOANCO, LLC**, in its capacity as Administrative Agent and Collateral Agent ("A&C Agent"), and together with the Revolving Agent, each a "Grantee", and collectively the "Grantees"), to **GLOBAL EMPLOYMENT HOLDINGS, INC.** ("Global") and **FRIENDLY ADVANCED SOFTWARE TECHNOLOGY, INC.** ("Friendly"), and together with Global, each a "Grantor", and collectively the "Grantors").

WHEREAS, pursuant to that certain Confirmation of Intellectual Property Security Agreement dated as of July 27, 2017, made by Grantors in favor of Grantees (as amended, restated or otherwise modified prior to the date hereof, the "Security Agreement"), a security interest was granted by the Grantors to each Grantee in the Intellectual Property Collateral (as hereinafter defined), including the trademarks and the copy rights listed on the annexed Schedule A (the "Intellectual Property");

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office on July 28, 2017, at Reel 6116 and Frame 0936;

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

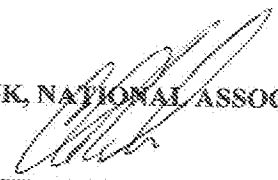
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, each Grantee hereby states as follows:

1. Definitions. The term "Intellectual Property Collateral," as used herein, shall mean all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired: (i) all of each Grantor's trademarks, trademark applications, copyrights, service marks, trade names, mask works and associated goodwill, and licenses for any of the foregoing, including without limitation, each Grantor's title and interest of every kind and nature as of the date hereof in (x) the trademarks listed on Schedule A hereto and (y) the Intellectual Property Collateral (as defined in the Security Agreement), (ii) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing and (iii) all products and proceeds of the foregoing, including any claim by each Grantor against third parties for past, present or future infringement or dilution of any of the foregoing or any trademark licensed under any license.

2. Release of Security Interest. Each Grantee hereby terminates the Security Agreement and terminates, releases and discharges its security interest in the Intellectual Property Collateral and reassigns to Grantors all right, title and interest of such Grantee in the Intellectual Property Collateral owned by Grantors.

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


PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: Christopher Gauch
Title: Senior Vice President

KAYNE SENIOR CREDIT III LOANCO, LLC

By: _____
Name:
Title:

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

PNC BANK, NATIONAL ASSOCIATION


By: _____
Name:
Title:

KAYNE SENIOR CREDIT III LOANCO, LLC

By: 
Name: Albert Ricchio
Title: Authorized Signatory

Schedule A

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>	<u>Owner</u>
FAHRENHEIT IT	4711663	March 31, 2015	Global Employment Solutions
GLOBAL EMPLOYMENT SOLUTIONS	2,566,696	May 7, 2002	Global Employment Solutions, Inc.
LOCAL INTELLIGENCE. GLOBAL ADVANTAGE.	4361267	July 2, 2013	Global Employment Solutions, Inc.
	1,984,631	July 2, 1996	Friendly Advanced Software Technology, Inc.
EXCELLENCE AT WORK	1,531,181	March 21, 1989	Friendly Advanced Software Technology, Inc.
F	4699767	03/10/15	Global Employment Solutions, Inc.
FAHRENHEIT	4699766	03/10/15	Global Employment Solutions, Inc.