

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		10/02/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AMCS Group Inc.		
Street Address:	179 Lincoln Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02111		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2336891	PC SCALE	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Aislinn Toohey c/o Willkie Farr & Gallag		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	126505/2		
NAME OF SUBMITTER:	Aislinn Toohey		
SIGNATURE:	/Aislinn Toohey/		
DATE SIGNED:	10/07/2019		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “*Termination and Release*”) is granted as of October 2, 2019 (the “*Release Date*”) by **SILICON VALLEY BANK** (the “*Bank*”), a California corporation, in favor of **AMCS GROUP INC.**, a Pennsylvania corporation (formerly known as P.C. Scale, Inc.) (the “*Grantor*”).

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of January 7, 2019 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “*Grant*”), pursuant to which the Grantor pledged and granted to the Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property, including, without limitation, its Copyrights, Patents, Mask Works, and Trademarks (each, as defined in the Grant) (collectively, the “*Intellectual Property Collateral*”), including certain trademarks and trademark applications, and, without limitation, the following:

- (a) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule I hereto;
- (b) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (c) All licenses or other rights to use any of the Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (d) All amendments, extensions, renewals and extensions of any of the Trademarks; and
- (e) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

WHEREAS, the Grant was recorded with the United States Patent and Trademark Office (“*USPTO*”) on January 7, 2019, at Reel 6518, Frame 0217;

WHEREAS, Grantor has requested that Bank hereby terminate, release and discharge fully its security interest in all right, title and interest in, to and under all of the Intellectual Property Collateral as herein provided; and

WHEREAS, Grantor has requested that the Bank provide a document suitable for recording with the USPTO to evidence the release of the Bank’s security interests in, to, and under the certain Intellectual Property Collateral as herein provided.

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

1. effective as of the Release Date, irrevocably and forever terminates, releases and discharges the Grant, any and all of its security interest in, and all of its right, title and interest in, to and under the Intellectual Property Collateral, including those certain Trademarks identified in Schedule I hereto; and
2. authorizes and requests that this Termination and Release be recorded at the USPTO.

THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE COMMONWEALTH OF MASSACHUSETTS OR ANY OTHER JURISDICTION).

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SILICON VALLEY BANK

By: _____

Name: *SUNJ MISTRY*

Title: *VP, LEVERAGED FINANCE*

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

TRADEMARK
REEL: 006765 FRAME: 0328

SCHEDULE I TO
TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks and Trademark Applications

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
PC SCALE	2336891	3/28/2000

ny-1718698