## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM549401

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		03/29/2018	BANK: SWITZERLAND

### **RECEIVING PARTY DATA**

Name:	HELP/SYSTEMS, LLC		
Street Address:	6455 CITY WEST PARKWAY		
City:	EDEN PRAIRIE		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4960668	HELPSYSTEMS
Registration Number:	5152933	WEBDOCS

### **CORRESPONDENCE DATA**

Fax Number: 2124464900

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.

Email: susan.zablocki@kirkland.com

**Correspondent Name:** SUSAN ZABLOCKI Address Line 1: KIRKLAND & ELLIS LLP Address Line 2: **601 LEXINGTON AVENUE** 

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	22783-129
NAME OF SUBMITTER:	Susan Zablocki
SIGNATURE:	/susan zablocki/
DATE SIGNED:	11/14/2019

#### **Total Attachments: 5**

source=assignment-tm-6305-0364#page3.tif source=assignment-tm-6305-0364#page4.tif source=assignment-tm-6305-0364#page5.tif

> **TRADEMARK REEL: 006795 FRAME: 0778**

source=assignment-tm-6305-0364#page6.tif source=assignment-tm-6305-0364#page7.tif

TRADEMARK REEL: 006795 FRAME: 0779

RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS, dated as of March 29, 2018 (this "*Release*"), by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("*CS*"), in its capacity as Collateral Agent under the Credit Agreement referred to below. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Guaranty and Security Agreement, as applicable.

Reference is made to (i) the Second Lien Credit Agreement, dated as of October 8, 2015 (as amended, restated, amended and restated, supplemented, extended or otherwise modified to the date hereof, the "Credit Agreement"), among Help/Systems Holdings, Inc., a Delaware corporation ("HS Holdings"), Help/Systems, LLC, a Delaware limited liability company ("Help Systems" and, together with HS Holdings, the "Borrowers", and each individually a "Borrower"), HS Group Holdings, Inc., a Delaware corporation ("Holdings"), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and CS, as Administrative Agent and Collateral Agent; (ii) the Second Lien Guaranty and Security Agreement, dated as of October 8, 2015 (as supplemented by the Joinder Agreement, dated as of June 20, 2017 and as further amended, restated, amended and restated, supplemented, extended or otherwise modified to the date hereof, the "Guaranty and Security Agreement"), among the Borrowers, Holdings, the Grantors from time to time party thereto and the Collateral Agent; and (iii) the Trademark Security Agreement, dated as of October 8, 2015 (as amended, restated, amended and restated, supplemented, extended or otherwise modified to the date hereof, the "Trademark Security Agreement") between Help Systems (the "Trademark Grantor") and the Collateral Agent (such agreements set forth in clauses (i) through (iii), the "Security Documents").

WHEREAS, pursuant to the Security Documents, the Trademark Grantor granted to the Collateral Agent, and its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of the Trademark Grantor in, among other things, the Trademarks set forth on <u>Schedule I</u> hereto (the "*Trademark Collateral*"), which security interest was recorded with the United States Patent & Trademark Office on October 28, 2015, at Reel/Frame 5655/0369.

WHEREAS, pursuant to the Second Lien Payoff Letter, dated as of March 29, 2018 among Holdings, the Borrowers and CS, as Administrative Agent and Collateral Agent, the Collateral Agent agreed to release any and all security interests it may have in the Trademark Collateral pursuant to the Security Documents.

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

1. The Collateral Agent, on behalf of itself, the Secured Parties and their permitted successors and assigns, does hereby absolutely, unconditionally and irrevocably release, cancel, terminate, relinquish, discharge and reassign, in its entirety, for the benefit of the Trademark Grantor and its successors and assigns: (a) all liens and security interests created under the Guaranty and Security Agreement and the Trademark Security Agreement, in each case, in the Trademark Collateral; (b) all of the Collateral Agent's and any other Secured Party's right, title

[[3706896]]

and interest in, to and under the Trademark Collateral; and (c) all liens and security interests granted to the Collateral Agent in the Trademark Collateral.

- 2. The Collateral Agent agrees to make filings with the United States Patent and Trademark Office and take all further actions and execute and deliver all further documents and/or instruments that may be reasonably necessary, in each case as reasonably requested by the Borrowers or Holdings and at the sole expense of the Borrowers or Holdings, to evidence the release and termination of the security interests in the Trademark Collateral. The execution and delivery of this Release and any further documents and the performance of any actions by the Collateral Agent are made without representation or warranty by, or recourse to, the Collateral Agent or any other Secured Party.
- 3. THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

2

[[3706896]]

TRADEMARK REEL: 006795 FRAME: 0781 IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

bу

3.7

Name: VIPUL DHADDA
Title: AUTHORIZED SIGNATORY

by

Name:

Title: Joan Park
Authorized Signatory

# **SCHEDULE I**

# Trademark Registrations

### 1. REGISTERED TRADEMARKS

Trademark	Country	Filling date	Аррі Мі	Reg date	Reg. No.	Owner
*	ESE	8/30/2611	10227155	2/2/2012	19227155	Help/Systems, LLC
POWERLOCK	£Ú	5/23/2002	2704658	10/16/2003	2704658	Help/Systems, LLC
POWERTECH	દઇ	5/20/2002	2702660	9/22/2004	2702660	Help/Systems, LLC
BOSOT/ALERY	EU	11/22/2002	2943967	3/30/2005	2943967	Help/Systems, LLC
ROBOT/CONSOLE	E378	3/27/2001	2156308	8/1/2002	2150308	Help/Systems, LLC
ROBOT/REPORTS	EN	13/33/2002	3944189	3/30/2005	2944189	Help/Systems, LLC
KOBOT/SAVE	80	3/27/2001	2151900	5/10/2002	2151900	Heljo/Systems, LLC
ROBOT/SCHEDULE	ξU	3/27/2001	2151736	9/30/2002	2151736	Help/Systems, LLC
ROBOT/SCHEDULE ENTERPRISE	EU	11/5/2009	8666513	5/24/2010	8666513	Help/Systems, LLC
SHOWCASE	Scrway	6/13/1994	199403363	4/11/2000	282255	Help/Systems, LLC
SHOWCASE	Sweden	5/28/1997	1997/05030	6/16/2000	338458	Help/Systems, LLC
SHOWCASE	S.X	6/9/1994	1574833	6/9/1994	1,574,833	Help/Systems, LLC
*	S.S.	8/23/2011	85/404,847	1/1/2013	4,269,136	Help/Systems, LLC
NETWORK AUTOMATION	U.S.	5/12/2008	77/569,211	4/13/2010	3,774,010	Help/Systems, LLC
AutoMate	¥.\$.	5/19/2008	77/574,165	4/27/2010	3,779,990	Help/Systems, LLC
	u.s.	9/12/2008	77/569,238	9/8/2003	3,678,769	Helju/Systems, LLC
helpsystems	U.S.	1/16/2014	86/167,709			Help/Systems, LLC
AUTOMATE	0.3.	9/12/2008	77/569,236	4/28/2009	3,611,822	Help/Systems, LLC
AUTOMATING DOCUMENT PROCESSES	U.S.	11/01/2014	86/442,071			Help/Systems, LLC
DELIVERNOW	G.S.	5/14/2013	85/931,773	4/1/2014	4,504,395	Help/Systems, LLC
SELESYSTEMS	8.8.	1/16/2014	86/167,792	Y		Help/Systems, LLC
INTERMAPPER	V.\$.	12/6/1999	75/864,402	7/31/2001	2,473,027	Help/Systems, LLC
WESSENGERCOMBOLE	V.S.	4/10/2866	76/021,061	2/8/2001	2,427,143	Help/Systems, LLC
MESSENGERPLUS	U.S.	4/10/2000	76/021,062	2/6/2001	2,427,144	Help/Systems, LLC
NO CODE, NO LIMITS	33.5.	9/12/2008	77/569,243	9/8/2009	3,678,770	Help/Systems, LLC
ORCHESTRATE, INTEGRATE, AUTOMATE	U.S.	9/19/2008	77/574,174	9/22/2009	3,885,241	Help/Systems, LLC
POWERADMIN	U.S.	4/17/2012	85/600,096	4/22/2014	4,518.313	Help/Systems, LLC
POWERTECH	8.8.	3/3/2000	75/883,372	1/16/2001	2,423,223	Help/Systems, LLC
8080T	U.S.	1/10/1990	74/917,725	12/25/1990	1,628,993	Help/Systems, LLC
						the state of the s

 $[\underline{Schedule\ I}\ to\ Second\ Lien\ Trademark\ Release]$ 

Irademark	Country	Filing date	Appl No.	Reg date	Key No.	Owner
ROBOT/CLIENT	U.S.	10/21/1997	75/377,200	12/8/1998	2,208,887	Help/Systems, LLC
ROBOT/CONSOLE	U.S.	1/13/1992	74/237,068	9/15/1992	1,715,358	Help/Systems, LLC
ROBOT/CPA	U.S.	1/10/1990	74/037,733	3/26/1991	1,639,348	Help/Systems, LLC
ROSOT/LPAR	8.S.	10/1/2004	78/433,146	5/2/2006	3,087,233	Help/Systems, LLC
ROBOT/NETWORK	<b>U.S</b> .	11/22/1991	74/224,058	9/1/1992	1,711,417	Help/Systems, LLC
ROBUT/REPLAY	U.S.	12/9/1997	75/402,454	2/9/1999	2,222,678	Help/Systems, LLC
ROBOT/REPORTS	V.S.	7/19/1995	74/703,386	5/28/1996	1,976,839	Help/Systems, LLC
ROBOT/SAVE	8.S.	1/10/1990	74/912,791	4/23/1991	1,642,436	Help/Systems, LLC
ROBOT/SCHEDULE	U.S.	5/25/1999	75/713,665	5/15/2001	2,450,545	Help/Systems, LLC
ROBOT/SCHEDULE ENTERPRISE	IJ.S.	6/9/2009	77/755,686	3/30/2010	3,766,523	Help/Systems, LLC
ROBOT/SPACE	U.S.	3/21/2001	76/229,137	1/29/2002	2,534,166	Help/Systems, LLC
ROBOT/UPS	<b>U.S.</b>	7/19/1995	74/703,388	6/4/1996	1,978,481	Help/Systems, LLC
SEQUEL VIEWPOINT	IJ.S.	12/2/2008	77/825,032	1/26/2010	3,741,750	Help/Syswam, LLC
SHOWCASE	8.8.	6/23/2003	78/265,794	6/35/2004	2,853,829	Help/Systems, LLC
SIGNHERE	U.S.	2/1/2012	85/531,246	11/6/2012	4,236,601	Help/Systems, LLC
SXYBOT SCHEDGLER	<b>U.S.</b>	8/5/2010	85/100,738	7/24/2012	4,179,975	Help/Systems, LLC
SKYBOT SOFTWARE	<b>Ω.</b> \$.	8/5/2010	85/100,736	7/24/2012	4,179,974	Help/Systems, LLC
SMART AS	G.S.	8/2/2613	86/327,642			Help/Systems, LLC
ORAUDOWATZ	U.S.	6/15/2001	76/271,880	4/22/2003	2,709,972	Help/Systems, LLC
WE80003	V.S.	11/01/2014	86/442,068			Help/Systems, LLC

## 2. TRADEMARK APPLICATIONS

Trademark	Appl No.	Response Type (Deadline)
HELPSYSTEMS	86/167,702	Response to Office Action (10/23/2014). Further non-final OA issued (06/09/2015).
SMART AP	86/027,842	Statement of Use (9/4/2014). Three extension requests to file the Statement of Use have been filed and accepted. The last extension request was granted on 09/21/2015.

 $[\underline{Schedule\ I}\ to\ Second\ Lien\ Trademark\ Release]$ 

**RECORDED: 11/14/2019**