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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM551548

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Horizon Technology Finance Corporation		12/02/2019	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Intelepeer Cloud Communications LLC
Street Address:	155 Bovet Rd.
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94402
Entity Type:	Limited Liability Company: DELAWARE
Name:	Intelepeer Holdings, Inc.
Street Address:	155 Bovet Rd.
City:	San Mateo
State/Country:	CALIFORNIA
Ctato, Country.	OALII OTIVIA
Postal Code:	94402

#### **PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	4441306	FLUENT
Registration Number:	5108814	MEDIA PEERING GRID
Registration Number:	3852607	INTELEPEER APPWORX
Registration Number:	3835519	INTELEPEER
Registration Number:	3803578	INTELEPEER
Registration Number:	3864807	INTELEPEER
Registration Number:	3796068	INTELEPEER
Registration Number:	3793567	INTELEPEER
Registration Number:	4644193	SUPERREGISTRY
Registration Number:	5413667	ATMOSPHERE
Registration Number:	5413668	ATMOSPHERE
Registration Number:	5503728	ATMOSPHERE
Registration Number:	5503729	ATMOSPHERE
•	•	TRADEMARK

900525378 REEL: 006806 FRAME: 0899

Property Type	Number	Word Mark
Registration Number:	4758132	CORECLOUD
Registration Number:	4123218	MEDIA PEERING GRID
Serial Number:	88129383	SMARTFLOWS
Serial Number:	88129398	INSIGHTS
Serial Number:	88129407	ENGAGE

#### **CORRESPONDENCE DATA**

**Fax Number:** 2156562498

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.

**Phone:** 215-656-3381

Email: pto.phil@dlapiper.com

Correspondent Name: IP GROUP OF DLA PIPER LLP (US)

Address Line 1: ONE LIBERTY PLACE

Address Line 2: 1650 MARKET ST. SUITE 5000

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Paul A. Taufer
SIGNATURE:	/paulataufer/
DATE SIGNED:	12/02/2019

#### **Total Attachments: 11**

source=TM Security Interest Release between Intelepeer Cloud and Intelepeer Holdings and Horizon#page1.tif source=TM Security Interest Release between Intelepeer Cloud and Intelepeer Holdings and Horizon#page3.tif source=TM Security Interest Release between Intelepeer Cloud and Intelepeer Holdings and Horizon#page4.tif source=TM Security Interest Release between Intelepeer Cloud and Intelepeer Holdings and Horizon#page5.tif source=TM Security Interest Release between Intelepeer Cloud and Intelepeer Holdings and Horizon#page6.tif source=TM Security Interest Release between Intelepeer Cloud and Intelepeer Holdings and Horizon#page7.tif source=TM Security Interest Release between Intelepeer Cloud and Intelepeer Holdings and Horizon#page8.tif source=TM Security Interest Release between Intelepeer Cloud and Intelepeer Holdings and Horizon#page9.tif source=TM Security Interest Release between Intelepeer Cloud and Intelepeer Holdings and Horizon#page9.tif source=TM Security Interest Release between Intelepeer Cloud and Intelepeer Holdings and Horizon#page10.tif source=TM Security Interest Release between Intelepeer Cloud and Intelepeer Holdings and Horizon#page10.tif source=TM Security Interest Release between Intelepeer Cloud and Intelepeer Holdings and Horizon#page11.tif

#### **Termination and Release of Trademark Security Interest**

This **Termination and Release of Trademark Security Interest** (the "<u>Trademark Release</u>"), dated as of December 2, 2019 (the "<u>Effective Date</u>"), is made by INTELEPEER CLOUD COMMUNCATIONS LLC, a Delaware limited liability company, INTELEPEER HOLDINGS, INC., a Delaware corporation (each a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>") and HORIZON TECHNOLOGY FINANCE CORPORATION, a Delaware corporation (the "<u>Secured Party</u>"). Secured Party and Grantors are sometimes referred herein as each a "<u>Party</u>" and, collectively, the "<u>Parties</u>."

WHEREAS, pursuant to the terms of that certain Venture Loan and Security Agreement, dated as of December 18, 2017, by and between INTELEPEER HOLDINGS, INC., as Grantor, and Secured Party (the "2017 Security Agreement") and that certain Grant of Security Interest Trademarks, dated as of December 18, 2017, by and between INTELEPEER HOLDINGS, INC., as Grantor, and Secured Party (the "2017 Trademark Security Agreement"), Grantor granted to Secured Party a security interest in and lien upon certain Trademarks and Collateral (as defined in the 2017 Trademark Security Agreement), including those trademarks and trademark applications set forth on Schedule A hereto and all goodwill associated therewith, collectively the "Schedule A Released Collateral."

WHEREAS, pursuant to the terms of that certain Venture Loan and Security Agreement, dated as of December 18, 2017, by and between INTELEPEER CLOUD COMMUNICATIONS, LLC, as Grantor, and Secured Party (the "2017 Cloud Security Agreement") and that certain Grant of Security Interest Trademarks, dated as of December 18, 2017, by and between INTELEPEER CLOUD COMMUNICATIONS, LLC, as Grantor, and Secured Party (the "2017 Cloud Trademark Security Agreement"), Grantor granted to Secured Party a security interest in and lien upon certain Trademarks and Collateral (as defined in the 2017 Cloud Trademark Security Agreement), including those trademarks and trademark applications set forth on Schedule B hereto and all goodwill associated therewith, collectively the "Schedule B Released Collateral."

WHEREAS, pursuant to the terms of that certain Venture Loan and Security Agreement, dated as of March 29, 2019, by and between INTELEPEER HOLDINGS, INC., as Grantor, and Secured Party (the "2019 Security Agreement") and that certain Grant of Security Interest Trademarks, dated as of March 19, 2019, by and between INTELEPEER HOLDINGS, INC., as Grantor, and Secured Party (the "2019 Trademark Security Agreement"), Grantor granted to Secured Party a security interest in and lien upon certain Trademarks and Collateral (as defined in the 2019 Trademark Security Agreement), including those trademarks and trademark applications set forth on Schedule C hereto and all goodwill associated therewith, collectively the "Schedule C Released Collateral."

WHEREAS, pursuant to the terms of that certain Venture Loan and Security Agreement, dated as of March 29, 2019, by and between INTELEPEER CLOUD COMMUNICATIONS LLC, as Grantor, and Secured Party (the "2019 Cloud Security Agreement") and that certain Grant of Security Interest Trademarks, dated as of March 29, 2019, by and between INTELEPEER CLOUD COMMUNICATIONS LLC, as Grantor, and Secured Party (the "2019 Cloud Trademark Security Agreement"), Grantor granted to Secured Party a security interest in

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and lien upon certain Trademarks and Collateral (as defined in the 2019 Cloud Trademark Security Agreement), including those trademarks and trademark applications set forth on Schedule D hereto and all goodwill associated therewith, collectively the "Schedule D Released Collateral." The Schedule A Released Collateral, Schedule B Released Collateral, Schedule C Released Collateral and Schedule D Released Collateral are collectively referred to herein as the "Released Collateral".

**WHEREAS**, the 2017 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 7, 2018 at trademark assignment Reel 6244, Frame 0582.

**WHEREAS**, the 2017 Cloud Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 7, 2018 at trademark assignment Reel 6244, Frame 0717.

**WHEREAS**, the 2019 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 10, 2019 at trademark assignment Reel 6614, Frame 0514.

**WHEREAS**, the 2019 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 10, 2019 at trademark assignment Reel 6614, Frame 0645.

WHEREAS, the Secured Party wishes to terminate and release its lien and security interest in the Released Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby represents, warrants, covenants and agrees, for the benefit of Grantors, as follows:

- 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms defined in the 2017 Security Agreement, 2017 Cloud Security Agreement, 2019 Security Agreement, 2019 Cloud Security Agreement, 2017 Trademark Security Agreement, 2017 Cloud Trademark Security Agreement, and used herein, have the meaning given to them in the 2017 Security Agreement, 2017 Cloud Security Agreement, 2019 Security Agreement, 2019 Cloud Security Agreement, 2017 Trademark Security Agreement, 2017 Cloud Trademark Security Agreement, 2019 Trademark Security Agreement, 2019 Cloud Trademark Security Agreement, as applicable.
- 2. <u>Release of Security Interest</u>. The Secured Party hereby terminates, releases, and discharges its lien and security interest in all of Grantors' present and future right, title and interest in and to the Released Collateral, including all goodwill associated therewith.
- 3. <u>Further Assurances</u>. Secured Party hereby authorizes Grantors to (i) record this Trademark Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Secured Party in the Released Collateral, and/or (iii) otherwise record or file this Trademark Release in the applicable foreign or domestic governmental office or agency. Secured Party hereby further

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agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantors' expense, as may be reasonably necessary to effect the release of the security interest in the Released Collateral contemplated hereby.

- 4. <u>Counterparts</u>. This Trademark Release may be executed in any number of counterparts and by the different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Release electronically or by telecopy shall be as effective as delivery of a manually executed counterpart of this Trademark Release.
- 5. <u>Successors and Assigns</u>. This Trademark Release will be binding on and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.
- 6. <u>Severability</u>. Each provision of this Trademark Release will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Release is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Release shall remain in full force and effect.
- 7. <u>Governing Law</u>. This Trademark Release shall be governed by, and construed in accordance with, the laws of the State of California.

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IN WITNESS WHEREOF, the Parties have caused this Trademark Release to be duly executed by their authorized representatives as of the Effective Date.

#### **GRANTORS:**

INTELEPEER CLOUD COMMUNCAT	IONS
Ву:	
Name: Andre Simone	
Title: CFO	
INTELEPEER HOLDINGS, INC.	
Ву:	
Name: Ancir simone	
Title: CFV	

#### **SECURED PARTY:**

HORIZON TECHNOLOGY FINANCE CORPORATION

By: Mosert D. Pomerou, Jr.
Title: Chief Executive Officer

# SCHEDULE A

Mark	Owner Name	Country	Registration #	Registration Date
INTELEPEER	IntelePeer Holdings, Inc.	India	2149349	1/15/2014
FLUENT	IntelePeer Holdings, Inc.	US	4,441,306	11/26/2013
FLUENT	IntelePeer Holdings, Inc.	Mexico	1380719	7/3/2013
FLUENT	IntelePeer Holdings, Inc.	Mexico	1437019	2/25/2014
MEDIA PEERING GRID	IntelePeer Holdings Inc.	US	5,108,814	12/27/2016

Mark	Owner Name	Application #	File Date
ATMOSPHERE	INTELEPEER HOLDINGS, INC.	87/099,162	7/11/2016
ATMOSPHERE	INTELEPEER HOLDINGS, INC.	87/099,224	7/11/2016
ATMOSPHERE	INTELEPEER HOLDINGS, INC.	87/099,264	7/11/2016
ATMOSPHERE	INTELEPEER HOLDINGS, INC.	87/099,283	7/11/2016

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# SCHEDULE B

Mark	Owner Name	Country	Registration #	Registration Date
INTELEPEER APPWORX	IntelePeer Cloud Communications LLC	US	3,852,607	9/28/2010
INTELEPEER APPWORX	IntelePeer Cloud Communications LLC	Canada	877,211	5/6/2014
INTELEPEER APPWORX	IntelePeer Cloud Communications LLC	EU	009071201	10/12/2010
INTELEPEER APPWORX	IntelePeer Cloud Communications LLC	Mexico	1175258	8/23/2010
APPWORX	IntelePeer Cloud Communications LLC	Canada	815,860	1/20/2012
APPWORX	IntelePeer Cloud Communications LLC	EU	009346586	2/11/2011
APPWORX	IntelePeer Cloud Communications LLC	Mexico	1207581	3/18/2011
APPWORX	IntelePeer Cloud Communications LLC	Mexico	1207582	3/18/2011
INTELEPEER	intelePeer Cloud Communications LLC	us	3,835,519	8/17/2010
INTELEPEER	IntelePeer Cloud Communications LLC	us	3,803,578	6/15/2010
INTELEPEER	IntelePeer Cloud Communications LLC	us	3,864,807	10/19/2010
INTELEPEER	IntelePeer Cloud Communications LLC	US	3,796,068	6/1/2010
INTELEPEER	IntelePeer Cloud Communications LLC	US	3,793,567	5/25/2010
SUPERREGISTRY	IntelePeer Cloud Communications LLC	Canada	TMA819,741	3/13/2012
SUPERREGISTRY	IntelePeer Cloud Communications LLC	EU	009233941	1/21/2011
VOICE PEERING NETWORK	IntelePeer Cloud Communications LLC	EU	009233859	1/14/2011
MEDIA PEERING GRID	IntelePeer Cloud Communications LLC	EU	010145291	12/26/2011
MEDIA PEERING GRID	IntelePeer Cloud Communications LLC	Mexico	1282510	4/27/2012
CLOUDCENTRAL	IntelePeer Cloud Communications LLC	EU	010204741	5/17/2012
CLOUDCENTRAL	IntelePeer Cloud Communications LLC	Mexico	1301146	7/30/2012
INTELEPEER	IntelePeer Cloud Communications LLC	Canada	880,286	6/17/2014
INTELEPEER	IntelePeer Cloud Communications LLC	EU	009992397	4/25/2012

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INTELEPEER	IntelePeer Cloud Communications LLC	India	2149352	9/20/2016
INTELEPEER	IntelePeer Cloud Communications LLC	South Korea	40-933959	9/11/2012
INTELEPEER	IntelePeer Cloud Communications LLC	Mexico	1243058	10/11/2011
INTELEPEER	IntelePeer Cloud Communications LLC	Canada	828,466	7/23/2012
INTELEPEER	IntelePeer Cloud Communications LLC	India	2149348	11/11/2013
INTELEPEER	IntelePeer Cloud Communications LLC	South Korea	40-234775	6/29/2012
INTELEPEER	IntelePeer Cloud Communications LLC	Mexico	1243059	10/11/2011
INTELEPEER	IntelePeer Cloud Communications LLC	Canada	880,312	6/18/2014
INTELEPEER	IntelePeer Cloud Communications LLC	EU	009983909	4/27/2012
INTELEPEER	Intelepeer Cloud Communications LLC	Japan	5604886	8/2/2013
INTELEPEER	IntelePeer Cloud Communications LLC	South Korea	40-241354	10/4/2012
INTELEPEER	IntelePeer Cloud Communications LLC	Mexico	1293698	6/27/2012
INTELEPEER	IntelePeer Cloud Communications LLC	Canada	889,379	11/4/2014
INTELEPEER	IntelePeer Cloud Communications LLC	India	2149350	9/20/2016
INTELEPEER	IntelePeer Cloud Communications LLC	South Korea	242586	10/18/2012
INTELEPEER	IntelePeer Cloud Communications LLC	Mexico	1282272	4/27/2012
INTELEPEER	IntelePeer Cloud Communications LLC	Canada	917,613	10/20/2015
INTELEPEER	IntelePeer Cloud Communications LLC	India	2149351	9/20/2016
INTELEPEER	IntelePeer Cloud Communications LLC	South Korea	40-235583	7/11/2012
INTELEPÉER	IntelePeer Cloud Communications LLC	Mexico	1241225	9/30/2011
FLUENT	IntelePeer Cloud Communications LLC	Canada	950,736	9/28/2016
SUPERREGISTRY	IntelePeer Cloud Communications LLC	US	4,644,193	11/25/2014

# SCHEDULE C

Mark	Owner Name	Country	Registration #	Registration Date
ATMOSPHERE	IntelePeer Holdings Inc.	US	5,413,667	2/27/2018
ATMOSPHERE	IntelePeer Holdings Inc.	US	5,413,668	2/27/2018
ATMOSPHERE	IntelePeer Holdings Inc.	us	5,503,728	6/26/2018
ATMOSPHERE	IntelePeer Holdings Inc.	US	5,503,729	6/26/2018

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# SCHEDULE D

Mark	Owner Name	Country	Registration #	Registration Date
INTELEPEER APPWORX	IntelePeer Cloud Communications LLC	υs	3,852,607	9/28/2010
INTELEPEER APPWORX	IntelePeer Cloud Communications LLC	Canada	877,211	5/6/2014
INTELEPEER APPWORX	IntelePeer Cloud Communications LLC	EU	009071201	10/12/2010
INTELEPEER APPWORX	IntelePeer Cloud Communications LLC	Mexico	1175258	8/23/2010
APPWORX	IntelePeer Cloud Communications LLC	Canada	815,860	1/20/2012
APPWORX	IntelePeer Cloud Communications LLC	EU	009346586	2/11/2011
APPWORX	IntelePeer Cloud Communications LLC	Mexico	1207581	3/18/2011
APPWORX	IntelePeer Cloud Communications LLC	Mexico	1207582	3/18/2011
INTELEPEER	IntelePeer Cloud Communications LLC	US	3,835,519	8/17/2010
INTELEPEER	IntelePeer Cloud Communications LLC	US	3,803,578	6/15/2010
INTELEPEER	IntelePeer Cloud Communications LLC	US	3,864,807	10/19/2010
INTELEPEER	IntelePeer Cloud Communications LLC	US	3,796,068	6/1/2010
INTELEPEER	IntelePeer Cloud Communications LLC	US	3,793,567	5/25/2010
SUPERREGISTRY	IntelePeer Cloud Communications LLC	Canada	TMA819,741	3/13/2012
SUPERREGISTRY	IntelePeer Cloud Communications LLC	EU	009233941	1/21/2011
VOICE PEERING NETWORK	IntelePeer Cloud Communications LLC	EU	009233859	1/14/2011
MEDIA PEERING GRID	IntelePéer Cloud Communications LLC	ευ	010145291	12/26/2011
MEDIA PEERING GRID	IntelePeer Cloud Communications LLC	Mexico	1282510	4/27/2012
CLOUDCENTRAL	IntelePeer Cloud Communications LLC	EU	010204741	5/17/2012
CLOUDCENTRAL	IntelePeer Cloud Communications LLC	Mexico	1301146	7/30/2012
INTELEPEER	IntelePeer Cloud Communications LLC	Canada	880,286	6/17/2014
INTELEPEER	IntelePeer Cloud Communications LLC	EU	009992397	4/25/2012

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INTELEPEER	IntelePeer Cloud Communications LLC	India	2149352	9/20/2016
INTELEPEER	IntelePeer Cloud Communications LLC	South Korea	40-933959	9/11/2012
INTELEPEER	IntelePeer Cloud Communications LLC	Mexico	1243058	10/11/2011
INTELEPEER	IntelePeer Cloud Communications LLC	Canada	828,466	7/23/2012
INTELEPEER	IntelePeer Cloud Communications LLC	India	2149348	11/11/2013
INTELEPEER	IntelePeer Cloud Communications LLC	South Korea	40-234775	6/29/2012
INTELEPEER	IntelePeer Cloud Communications LLC	Mexico	1243059	10/11/2011
INTELEPEER	IntelePeer Cloud Communications LLC	Canada	880,312	6/18/2014
INTELEPEER	IntelePeer Cloud Communications LLC	EU	009983909	4/27/2012
INTELEPEER	Intelepeer Cloud Communications LLC	Japan	5604886	8/2/2013
INTELEPEER	IntelePeer Cloud Communications LLC	South Korea	40-241354	10/4/2012
INTELEPEER	IntelePeer Cloud Communications LLC	Mexico	1293698	6/27/2012
INTELEPEER	IntelePeer Cloud Communications LLC	Canada	889,379	11/4/2014
INTELEPEER	IntelePeer Cloud Communications LLC	India	2149350	9/20/2016
INTELEPEER	IntelePeer Cloud Communications LLC	South Korea	242586	10/18/2012
INTELEPEER	IntelePeer Cloud Communications LLC	Mexico	1282272	4/27/2012
INTELEPEER	IntelePeer Cloud Communications LLC	Canada	917,613	10/20/2015
INTELEPEER	IntelePeer Cloud Communications LLC	India	2149351	9/20/2016
INTELEPEER	IntelePeer Cloud Communications LLC	South Korea	40-235583	7/11/2012
INTELEPEER	IntelePeer Cloud Communications LLC	Mexico	1241225	9/30/2011
FLUENT	IntelePeer Cloud Communications LLC	Canada	950,736	9/28/2016
SUPERREGISTRY	IntelePeer Cloud Communications LLC	US	4,644,193	11/25/2014
CORECLOUD	IntelePeer Cloud Communications LLC	US	4,758,132	6/23/2015
MEDIA PEERING GRID	IntelePeer Cloud Communications LLC	US	4,123,218	4/3/2012
INTELEPEER	IntelePeer Cloud Communications LLC	Colombia	615498	3/15/2019

INTELEPEER	IntelePeer Holdings, Inc.	India	2149349	1/15/2014
FLUENT	IntelePeer Holdings, Inc.	US	4,441,306	11/26/2013
FLUENT	IntelePeer Holdings, Inc.	Mexico	1380719	7/3/2013
FLUENT	IntelePeer Holdings, Inc.	Mexico	1437019	2/25/2014
MEDIA PEERING GRID	IntelePeer Holdings Inc.	US	5,108,814	12/27/2016

Mark	Owner Name	Country	Application #	File Date
	IntelePeer Cloud	UNITED STATES		
SMARTFLOWS	Communications LLC		88/129,383	9/24/2018
	IntelePeer Cloud	COLOMBIA		
SMARTFLOWS	Communications LLC		502018/0085839	10/23/2018
	IntelePeer Cloud	SPAIN	,	
SMARTFLOWS	Communications LLC		3740564	10/23/2018
	IntelePeer Cloud	UNITED STATES		
INSIGHTS	Communications LLC		88/129,398	9/24/2018
	IntelePeer Cloud	COLOMBIA		
INSIGHTS	Communications LLC		502018/0085850	10/23/2018
	IntelePeer Cloud	SPAIN		
INSIGHTS	Communications LLC		4000077 (X)	1/14/2019
	IntelePeer Cloud	UNITED STATES		
ENGAGE	Communications LLC		88/129,407	9/24/2018
	IntelePeer Claud	COLOMBIA		
ENGAGE	Communications LLC		502018/0085857	10/23/2018
	IntelePeer Cloud	SPAIN		
ENGAGE	Communications LLC	•	3740568	10/23/2018

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**RECORDED: 12/02/2019**