# CH \$90.00 3918

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM552466

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bell Bank	FORMERLY Bell State Bank& Trust	11/15/2019	Banking Corporation: NORTH DAKOTA

#### **RECEIVING PARTY DATA**

Name:	Versare Solutions, LLC	
Street Address:	3236 California St. NE	
City:	Minneapolis	
State/Country:	MINNESOTA	
Postal Code:	55418	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3918300	THE ROOM DIVIDER 360
Registration Number:	3918299	THE STRAIGHTWALL
Registration Number:	3949898	VERSARE

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 4155911000

Email: TrademarksSF@winston.com

Correspondent Name: Laura M. Franco, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Laura M. Franco	
SIGNATURE:	/Laura M. Franco/	
DATE SIGNED:	12/09/2019	

#### **Total Attachments: 4**

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#### RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the "<u>Release</u>") is made as of November 15, 2019, by **BELL BANK** (formerly known as Bell State Bank & Trust), a North Dakota banking corporation (the "<u>Secured Party</u>"), in favor of **VERSARE SOLUTIONS, LLC**, a Delaware limited liability company (the "<u>Grantor</u>").

### WITNESSETH

WHEREAS, pursuant to (i) that certain Loan and Security Agreement, dated as of August 7, 2015, among the Grantor, as borrower, and the Secured Party, as lender, as amended by that certain Amendment No. 1 to Loan and Security Agreement dated as of August 18, 2017, as further amended by that certain Amendment No. 2 to Loan and Security Agreement dated of June 27, 2018, and as further amended by that certain Amendment No. 3 to Loan and Security Agreement dated as of August 27, 2018 (as the same may be further amended, restated, supplemented or otherwise modified from time to, the "Loan Security Agreement"), (ii) that Patent and Trademark Security Agreement, dated as of August 7, 2015, by and between the Grantor and the Secured Party (the "Patent and Trademark Security Agreement"; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Patent and Trademark Security Agreement), the Grantor granted the Secured Party a security interest in all of the Grantor's right, title and interest in, to and under the Collateral (as that term is defined in the Patent and Trademark Security Agreement) of the Grantor, including those Trademarks and Patents identified on Schedule A attached hereto (the "IP Security Interest");

WHEREAS, the Patent and Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 19, 2015: (i) at Reel 005602, Frame 0369 (the "<u>Trademark Filing</u>") and (ii) at Reel 036356, Frame 813 (the "<u>Patent Filing</u>" and together with the Trademark Filing, the "<u>PTO Filings</u>");

WHEREAS, the Grantor has satisfied in full the terms of the Loan and Security Agreement and Patent and Trademark Security Agreement and requests a release of the IP Security Interest; and

WHEREAS, the Secured Party desires to terminate and grant a release of the IP Security Interest and the PTO Filings as provided in this Release.

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Secured Party does hereby agree as follows:

1. The Secured Party hereby (a) terminates the Patent and Trademark Security Agreement, (b) releases, relinquishes, terminates and discharges the PTO Filings and the related IP Security Interest in its entirety and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the any Collateral (including, without limitation, the Trademarks and Patents identified on Schedule A attached hereto) and associated common law rights and goodwill appurtenant thereto.

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- 2. The Secured Party authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.
- 3. At the request and sole expense of the Grantor, the Secured Party agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.
- 4. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Minnesota.

[Signature page follows]

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IN TESTIMONY WHEREOF, the Secured Party has executed this Release by its proper officers thereunto duly authorized.

BELL BANK (formerly known as Bell State Bank & Trust), as Secured Party

By: Van College Name: Tom Christner

Title: Vice President

[Release of Security Interest in Intellectual Property]

# Schedule A

## **TRADEMARKS**

Trademark	Serial Number	Registration Number	Owner
THE ROOM DIVIDER 360	77947693	3,918,300	Versare Solutions, LLC
THE STRAIGHTWALL	77947691	3,918,299	Versare Solutions, LLC
VERSARE	77947683	3,949,898	Versare Solutions, LLC

# **PATENTS**

Registration Number	Owner
5966777	Versare Solutions, LLC
6009930	Versare Solutions, LLC
6574837	Versare Solutions, LLC
8893762	Versare Solutions, LLC

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**RECORDED: 12/09/2019**