

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553379

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK		12/16/2019	NATIONAL BANKING ASSOCIATION: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Calero Holdco, LLC
<b>Street Address:</b>	1565 Jefferson Road
<b>Internal Address:</b>	Eagle's Landing Business Park, Building 100, suite 120
<b>City:</b>	Rochester
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14623
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	CALERO HOLDINGS, INC.
<b>Street Address:</b>	1565 Jefferson Road
<b>Internal Address:</b>	Eagle's Landing Business Park, Building 100, suite 120
<b>City:</b>	Rochester
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14623
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	CALERO SOFTWARE, LLC
<b>Street Address:</b>	1565 Jefferson Road
<b>Internal Address:</b>	Eagle's Landing Business Park, Building 100, suite 120
<b>City:</b>	Rochester
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14623
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5001165	CALERO

CH \$90.00 5001165

Property Type	Number	Word Mark
Registration Number:	2347551	VERAMARK
Registration Number:	2791346	VERASMART

**CORRESPONDENCE DATA**

**Fax Number:** 2129692900

*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:** 212-969-3000

**Email:** ypan@proskauer.com

**Correspondent Name:** Daniel C. Pollick

**Address Line 1:** Proskauer Rose LLP

**Address Line 2:** Eleven Times Square

**Address Line 4:** New York, NEW YORK 10036-8299

**ATTORNEY DOCKET NUMBER:** 38263-016

**NAME OF SUBMITTER:** Daniel C. Pollick

**SIGNATURE:** /Daniel C. Pollick/

**DATE SIGNED:** 12/16/2019

**Total Attachments: 5**

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**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Termination and Release”) dated as of December 16, 2019 from **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”), to the Grantors listed on Schedule I hereof (collectively, jointly and severally, “Grantors” and each individually a “Grantor”).

WITNESSETH:

WHEREAS, Agent and Grantors were party to (i) that certain Credit Agreement, dated as of September 8, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Agent, Grantors and the other financial institutions and borrowers from time to time party thereto, and (ii) that certain Guaranty and Security Agreement, dated as of September 8, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the “Guaranty and Security Agreement”; and together with the Credit Agreement, the “Transaction Agreements”), by and among the Agent, the Grantors and the other borrowers from time to time party thereto;

WHEREAS, in connection with the transactions contemplated by the Transaction Agreements, Agent and Grantors entered into to that certain Trademark Security Agreement dated as of September 8, 2017 in favor of the Agent, for the benefit of the Lender Group and the Bank Product Providers (as amended, restated, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which a Security Interest (hereinafter as defined in the Trademark Security Agreement) was granted by the Grantors to the Agent in the Trademark Collateral (hereinafter as defined in the Trademark Security Agreement), including Trademarks (as defined in the Guaranty and Security Agreement) identified on Exhibit A attached hereto (as hereinafter defined);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office (the “USPTO”) on September 8, 2017 at Reel 006150, Frame 0672;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

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 and Release, the Agent hereby agrees and acknowledges as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Termination and Release shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, including the Trademarks identified on Exhibit A attached hereto and made a part hereof, and assigns to the Grantors, without recourse, all of the Agent’s right, title and interest in the Trademarks, and any right, title or interest of the Agent in such Trademark shall hereby

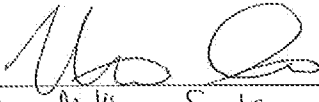
cease and be void. Agent understands and agrees that this Termination and Release may be recorded by or for the Grantors with the USPTO or any similar office or agency.

3. Further Assurances. Upon request by the Grantors, the Agent hereby agrees to duly execute, acknowledge and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking association, as Agent

By:   
Name: Matthew Sands  
Title: Authorized Signatory

**SCHEDULE I**

**GRANTORS**

Calero Holdco, LLC

CALERO HOLDINGS, INC.

CALERO SOFTWARE, LLC

**EXHIBIT A**

**Trademarks**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Calero Software, LLC	United States	CALERO	86630926/ 5001165	5/15/2016
Veramark Technologies, Inc.	United States	VERAMARK	75402666/ 2347551	12/9/1997
Veramark Technologies, Inc. (assignment recorded)	United States	VERASMART	78189455/ 2791346	11/27/2002
Calero Holdings, Inc.	Hong Kong	CALERO SOFTWARE	302966932	4/17/2014
Calero Holdings, Inc.	International Register (Australia, China, European Union, Mexico and Singapore)	CALERO SOFTWARE  Disclaims "SOFTWARE"	1206310	4/15/2014
PAETEC Software Group	Australia	REVCHAIN	904852	2/28/2002