

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553843

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Escalate Capital Partners SBIC III, LP		12/13/2019	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Insite Software Solutions, Inc.
Street Address:	110 N. Fifth Street
Internal Address:	Suite 800
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55403
Entity Type:	Corporation: DELAWARE
Name:	Insite Hosting Services LLC
Street Address:	110 N. Fifth Street
Internal Address:	Suite 800
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55403
Entity Type:	Limited Liability Company: MINNESOTA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4661896	INSITECOMMERCE
Serial Number:	87049601	DATACONNECT
Serial Number:	87049617	BUYERCONNECT
Serial Number:	87049621	SELLERCONNECT
Serial Number:	87049608	C3

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.

Email: lvincent@mcguirewoods.com

Correspondent Name: Liam Vincent

TRADEMARK

Address Line 1: 1750 tysons blvd
Address Line 2: #1800
Address Line 4: tysons, VIRGINIA 22102

NAME OF SUBMITTER: Liam Vincent

SIGNATURE: /Liam Vincet/

DATE SIGNED: 12/18/2019

Total Attachments: 3

source=2067509-0053_Termination and Release of Security Interest#page1.tif
source=2067509-0053_Termination and Release of Security Interest#page2.tif
source=2067509-0053_Termination and Release of Security Interest#page3.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of December 13, 2019 (“Release”), is made by **ESCALATE CAPITAL PARTNERS SBIC III, LP**, a Delaware limited partnership (“Lender”), in favor of **INSITE SOFTWARE SOLUTIONS, INC.**, a Delaware corporation (“Insite”), and **INSITE HOSTING SERVICES LLC**, a Minnesota limited liability company (“Insite Hosting”, together with Insite, jointly and severally, each a “Grantor” and collectively, the “Grantors”) with their principal place of business located at 110 N. Fifth Street, Suite 800, Minneapolis, Minnesota 55403.

WHEREAS, pursuant to (i) that certain Loan and Security Agreement dated as of November 17, 2016 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Credit Agreement”) by and between Lender and Grantors, and (ii) that certain Intellectual Property Security Agreement dated as of November 17, 2016 (the “IP Security Agreement”), by and between Lender and Grantors, Grantors granted and conveyed to Lender a security interest in the entire right, title and interest of Grantors in and to all of Grantors’ Intellectual Property;

WHEREAS, the IP Agreement was recorded with the Office of the Commissioner of Trademarks at the USPTO at Reel 5927 Frame 0940 on November 22, 2016.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement, as applicable.

SECTION 2. Termination and Release. Lender, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the entire right, title, and interest of Grantors in and to all of Grantors’ Intellectual Property listed on Schedule A attached hereto, granted pursuant to the Credit Agreement and recorded with the US Patent and Trademark Office (“USPTO”) as set forth on Schedule A; and

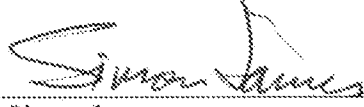
(b) authorizes the recordation of this Release with the USPTO, at Grantors’ expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Lender has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

ESCALATE CAPITAL PARTNERS SBIC III, LP

By: 
Name: Simon James
Title: Manager

SCHEDULE A

TRADEMARKS

Mark	Registration or Application Number	Country
INSITECOMMERCE	4,661,896	U.S.A.
DATACONNECT	87/049,601	U.S.A.
BUYERCONNECT	87/049,617	U.S.A.
SELLERCONNECT	87/049,621	U.S.A.
C3	87/049,608	U.S.A.

Lender's security interest recorded at the US Patent and Trademark Office on November 22, 2016 at Reel 5927 Frame 0940.