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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM557654

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Collateral Agent		01/15/2020	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	GIS Information Systems, Inc.
Street Address:	5850 Shellmound Way
City:	Emeryville
State/Country:	CALIFORNIA
Postal Code:	94608
Entity Type:	Corporation: NEW YORK
Name:	Innovative Interfaces Incorporated
Street Address:	5850 Shellmound Way
City:	Emeryvilte
State/Country:	CALIFORNIA
Postal Code:	94608
Entity Type:	Corporation: CALIFORNIA
Name:	VTLS, Inc.
Street Address:	5850 Shellmound Way
City:	Emeryville
State/Country:	CALIFORNIA
Postal Code:	94608
Entity Type:	Corporation: VIRGINIA
Name:	III U.S. Holdings, LLC
Street Address:	5850 Shellmound Way
City:	Emeryville
State/Country:	CALIFORNIA
Postal Code:	94608
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2210485	POLARIS
		TPAREMARK TRANSMENT

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Property Type	Number	Word Mark	
Registration Number:	4213974	MILLENNIUM	
Registration Number:	2566527	INNOVATIVE INTERFACES	
Registration Number:	3961007	VITAL	
Registration Number:	1905373	INFOSTATION	
Registration Number:	1828175	VTLS	
Serial Number:	86758823	YOUR PARTNER FOR LIBRARY SUCCESS	

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: 212.940.6562

Email: joanne.arnold@katten.com

Correspondent Name: Joanne BL Arnold

Address Line 1: Katten

Address Line 2: 575 Madison Avenue

Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	01/15/2020

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of January 15, 2020, by ANTARES CAPITAL LP, in its capacity as collateral agent for the Secured Parties ("Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, VTLS, Inc., Innovative Interfaces Incorporated, GIS Information Systems, Inc., and III US Holdings, LLC, (each a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>") and Agent were parties to that certain Trademark Security Agreement dated as of September 28, 2016 (the "<u>Security Agreement</u>"), pursuant to which each Grantor granted a security interest to Agent in certain trademarks ("<u>Trademarks</u>") and Trademark Collateral (as defined below) as security for certain obligations owing by such Grantor to Agent, including certain of the trademarks set forth on <u>Schedule I</u> hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on September 28, 2016 at Reel 5886, Frame 0410; and

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Security Agreement:

- 1. Agent hereby terminates the Security Agreement and terminates and releases its security interest and all of its right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
- (a) all trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, corporate names, trade names, domain names or other indicia of source, whether registered or unregistered, owned by, assigned to, or in the case of intent-to-use trademarks, held for use by such Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, those United States trademark registrations and applications listed on <u>Schedule 1</u> attached hereto;
- (b) rights and privileges arising under applicable Legal Requirements with respect to such Grantor's use of any of the foregoing;
 - (c) Goodwill associated therewith;
 - (d) continuations, extensions and renewals thereof and amendments thereto;
- (e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith;
 - (f) rights corresponding thereto throughout the world;
- (g) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith; and
- (h) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and

TRADEMARK REEL: 006838 FRAME: 0854 all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Grantor from time to time with respect to any of the foregoing.

- 2. Agent hereby reassigns, grants and conveys to each Grantor, both for itself and as successor-in-interest to Services, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.
- 3. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signature page follows]

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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP, as Agent

Name: Michael D. TerHorst

Its: Duly Authorized Signatory

SCHEDULE I TO TRADEMARK RELEASE AND REASSIGNMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
GIS Information Systems,	2210485	POLARIS
Inc.		
Innovative Interfaces	4213974	MILLENNIUM
Incorporated		
Innovative Interfaces	2566527	INNOVATIVE
Incorporated		INTERFACES
VTLS, Inc.	3961007	VITAL
VTLS, Inc.	1905373	INFOSTATION
VTLS, Inc.	1828175	VTLS

United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
III U.S. Holdings, LLC	YOUR PARTNER	86/758823
	FOR LIBRARY	
	SUCCESS	

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RECORDED: 01/15/2020