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ETAS ID: TM560324

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Partial Release of Security Interest Recorded at Reel/Frame 6167/0001

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association, as Collateral Agent		02/03/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	EDGEROCK TECHNOLOGIES, LLC	
Street Address:	10 Post Office Square	
Internal Address:	Suite 502	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02109	
Entity Type:	Limited Liability Company: MASSACHUSETTS	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark	
Registration Number:	5164448	EDGEROCK	
Registration Number:	5164449	EDGEROCK TECHNOLOGY PARTNERS	
Registration Number:	5548628	EDGEROCK	
Registration Number:	5548629	EDGEROCK TECHNOLOGY PARTNERS	
Registration Number:	5548630	EDGEROCK TECHNOLOGY PARTNERS	

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128628738

Email: michelle.nowicki@kirkland.com

Correspondent Name: Michelle Nowicki
Address Line 1: 300 N. LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 43549-6

NAME OF SUBMITTER: Michelle Nowicki

/Michelle Nowicki/					
02/04/2020					
Total Attachments: 5					
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PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST

This **PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST** (this "<u>Partial Release</u>"), dated as of February 3, 2020, is made by PNC BANK, National Association, a national banking association, as Collateral Agent (together with its successors, the "<u>Collateral Agent</u>"), in favor of EDGEROCK TECHNOLOGIES, LLC, a Massachusetts limited liability company (the "<u>Specified Grantor</u>").

WHEREAS, the Collateral Agent has agreed to accept the grant of a security interest pursuant to the terms of that certain Security Agreement, dated as of September 13, 2017 by and among the Specified Grantor, the Collateral Agent, and the other parties also party thereto as Grantors (the "Other Grantors") (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the "Security Agreement"), as security for the Obligations of the Specified Grantor and the Other Grantors, pursuant to which the Specified Grantor and the Other Grantors granted to the Collateral Agent a security interest in certain collateral, including the Specific Released Trademark Collateral (as defined below) of the Specified Grantor;

WHEREAS, in furtherance of the Security Agreement, the Specified Grantor, the Other Grantors, and the Collateral Agent executed the Grant of Security Interest in United States Trademarks, dated as of September 13, 2017 (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>"), which was duly recorded on September 19, 2017, at Reel/Frame 006167/0001 in the United States Patent and Trademark Office ("<u>USPTO</u>"); and

WHEREAS, the Collateral Agent is authorized by the Security Agreement and the Trademark Security Agreement to release all right, title and interest in and dissolve those liens and encumbrances created by the Trademark Security Agreement and the Security Agreement with respect to the Specific Released Trademark Collateral, and to execute and deliver this Partial Release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby agrees and follows:

1. Definitions.

- a. Capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement or the Trademark Security Agreement, as applicable.
- b. "Specific Released Trademark Collateral" means all of the following of the Specified Grantor: (i) all of the Specified Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations, trademark applications and domain names (the "Specified Marks") set forth on Schedule I attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to above) and products of the Specified Marks, (iii) the goodwill of the businesses with which the Specified Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Specified Marks or unfair competition regarding the same.

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- 2. Partial Release of Security Interest. The Collateral Agent hereby irrevocably terminates, cancels, extinguishes, discharges and releases, in its entirety, for the benefit of the Specified Grantor and its successors and assigns, any security interest in the Specific Released Trademark Collateral granted by the Specified Grantor to the Collateral Agent, including under the Security Agreement or the Trademark Security Agreement. The Collateral Agent acknowledges and agrees that the Trademark Security Agreement has been terminated with respect to (but only with respect to) the Specific Released Trademark Collateral and the Specified Grantor, and any and all right, title and interest of the Collateral Agent in the Specific Released Trademark Collateral under the Security Agreement and the Trademark Security Agreement shall hereby cease and become void.
- 3. <u>Recordation</u>. The parties hereto authorize and request that the Commissioner for Trademarks at the USPTO or its delegate record this Partial Release against the Specific Released Trademark Collateral.
- 4. <u>Limitations of Partial Release</u>. Nothing in this Partial Release is intended as or shall be interpreted or construed as constituting any termination, cancellation, extinguishment, discharge or release of any security interest in any Marks (as defined in the Security Agreement referred to above) or any other assets or properties of any Other Grantor or any termination of the Trademark Security Agreement as to any such Marks (as defined in the Security Agreement referred to above) or any other assets or properties of any Other Grantor or as to any such Other Grantor.
- 5. Governing Law. This Partial Release shall be construed in accordance with and governed by the laws of the State of New York.
- 6. Miscellaneous. As used in this Partial Release, the word "including" is not intended to be exclusive, or to limit the generality of the preceding words, and means "including, without limitation." This Partial Release may be executed in any number of 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. This Partial Release may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Partial Release shall not waive any of its rights under such terms or provisions. This Partial Release shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

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IN WITNESS WHEREOF, the parties hereto have executed this Partial Release as of the day and year first above written.

PNC BANK, NATIONAL ASSOCIATION

By: _

Name:

Title:

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EDGEROCK TECHNOLOGIES, LLC, as Specified Grantor

Name Stephen Sorrentino
Title: Chief Financial Officer and Treasurer

SCHEDULE I

Specific Released Trademark Collateral

Specified Grantor	Trademark	Application #	Registration#	Registration Date
EdgeRock	EDGEROCK	87/067,060	5,164,448	3/21/2017
Technologies, LLC				
EdgeRock	EDGEROCK	87/067,064	5,164,449	3/21/2017
Technologies, LLC	TECHNOLOGY			
	PARTNERS			
	EDGEROCK			
EdgeRock	EDGEROCK	87/552,670	5,548,628	8/28/2018
Technologies, LLC				
EdgeRock	EDGEROCK	87/552,675	5,548,629	8/28/2018
Technologies, LLC	TECHNOLOGY			
	PARTNERS			
EdgeRock	EDGEROCK	87/552,678	5,548,630	8/28/2018
Technologies, LLC	TECHNOLOGY			
	PARTNERS			
	EDGEROCK*			

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RECORDED: 02/04/2020