

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561102

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 6143/625		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prospect Capital Corporation, as Collateral Agent		01/22/2020	Corporation:
RECEIVING PARTY DATA			
Name:	PEOPLECONNECT, INC.		
Street Address:	1501 4th Ave., Ste. 400		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87323647	PEOPLECONNECT	
Serial Number:	87327714	PEOPLE CONNECT	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>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.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	91012-30090		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	02/07/2020		
Total Attachments: 4			
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TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (“Termination and Release”), dated as of January 22, 2020, is made by PROSPECT CAPITAL CORPORATION, as collateral agent (the “Collateral Agent”) in favor of PEOPLECONNECT, INC. (the “Grantor”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below), the Loan Agreement (as defined in the Security Agreement) or the Trademark Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Guaranty and Security Agreement, dated as of July 1, 2015 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), the Grantor executed a Trademark Security Agreement, dated as of August 27, 2017 (the “Trademark Security Agreement”) in favor of the Collateral Agent, which was recorded in the United States Patent and Trademark Office on August 31, 2017 at Reel 6143, Frame 0625, pursuant to which the Grantor granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A hereto and made a part hereof.

WHEREAS, the Grantor has satisfied in full its obligations under the Loan Agreement, the Security Agreement and the Trademark Security Agreement and requests a release of the security interest in the Trademark Collateral granted thereunder; and

WHEREAS, the Collateral Agent now desires to terminate the Trademark Security Agreement and terminate and release its security interest in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A hereto, and to reassign any and all rights, title, and interest in the same to Grantor, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Collateral Agent, for itself and for the benefit of the Secured Parties, hereby irrevocably terminates the Trademark Security Agreement and irrevocably discharges, terminates and releases its Lien on and security interest in all of Grantor’s right, title and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

2. The Collateral Agent hereby assigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by the Collateral Agent, any and all of the

Collateral Agent's right, title, and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

3. The Collateral Agent agrees to execute, acknowledge, procure and deliver all further documents and do all such other acts as may be reasonably required or desirable to carry out the purposes of this Termination and Release, including to effect the release of the Collateral Agent's security interest contemplated hereby.

4. The Collateral Agent authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Termination and Release.

5. This Termination and 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 New York and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]

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

PROSPECT CAPITAL CORPORATION, as
Collateral Agent

By: 
Name: M. Grier Eliasek
Its: President and Chief Operating Officer

SCHEDULE A
TO
TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

Trademark Applications

	Mark	Jurisdiction	Status	Application No.	Application Date	Owner
1	PEOPLECONNECT	United States	Filed	87/323,647	02/03/2017	PeopleConnect, Inc.
2	PEOPLECONNECT Logo	United States	Filed	87/327,714	02/07/2017	PeopleConnect, Inc.