

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golub Capital Markets LLC, as Administrative Agent and Collateral Agent		02/07/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Happy Software, LLC		
Street Address:	28925 Fountain Parkway		
City:	Solon		
State/Country:	OHIO		
Postal Code:	44139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3027708	TENANTCHECK	
Registration Number:	2834551	HAPPY	
Registration Number:	4500738	HAPPY SOFTWARE	
Registration Number:	2825217	FSS PRO	
Registration Number:	4345866	ASSISTANCECHECK	
Registration Number:	4493997	HAPCHECK	
Registration Number:	4494004	WAITLISTCHECK	
Registration Number:	4737866	REHAB PRO DIRECT	
Registration Number:	4737924	REHAB PRO DIRECT	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@katten.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		

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ATTORNEY DOCKET NUMBER:	337968-267
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	02/12/2020

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of February 7, 2020 (this “Release”), is made by Golub Capital Markets LLC, as collateral agent (the “Grantee”), in favor of Happy Software, LLC, a Delaware limited liability company (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms, directly or by reference, in the Supplement No. 2 to Trademark Security Agreement (as defined below).

WHEREAS, Grantor has pledged and granted to Grantee, for the benefit of the Secured Parties, a Lien on and security interest in and to certain assets of Grantor, including all right, title and interest of Grantor in, to and under all Trademarks of Grantor, including, without limitation, the United States registered Trademarks and applications for Trademark registration listed on Schedule 1 attached hereto, all Goodwill associated with such Trademarks, and all Proceeds of any and all of the foregoing, but excluding Excluded Property (the “Trademark Collateral”) pursuant to (i) that certain Security Agreement dated as of June 30, 2017 (as amended, restated or otherwise modified prior to the date hereof, the “Security Agreement”) by and among Grantor, Grantee and the other “Grantors” or “Pledgors” party thereto and (ii) that certain Supplement No.2 to Trademark Security Agreement dated as of April 30, 2018 (the “Supplement No. 2 to Trademark Security Agreement”) by Grantor in favor of Grantee;

WHEREAS, the Supplement No. 2 to Trademark Security Agreement was recorded at the United States Patent and Trademark Office on May 1, 2018 at Reel 006324 and Frame 0060; and

WHEREAS, Grantee has agreed to terminate and release its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee hereby (i) terminates the Trademark Security Agreement, (ii) terminates and releases all its Lien on and security interest in the Trademark Collateral, and (iii) reassigns to Grantor any right, title or interest Grantee may have in the Trademark Collateral, in each case without representation, warranty or recourse, of any kind or nature.

Grantee hereby authorizes Grantor, its successors or assigns (including any person or entity hereafter holding any right, title or interest in and to the Trademark Collateral), or any of its or their authorized representatives, to record this Release with the United States Patent and Trademark Office at Grantor’s sole cost and expense.

This Release shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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

GOLUB CAPITAL MARKETS LLC, a Delaware
limited liability company, as Grantee

By: 

Name: Robert S. Fuchscherer

Title: Managing Director

SCHEDULE 1

Trademarks

U.S. Trademark Registrations

<u>Owner</u>	<u>Mark</u>	<u>Registration</u>
Happy Software, LLC	TENANTCHECK	3027708
Happy Software, LLC	HAPPY	2834551
Happy Software, LLC	HAPPY SOFTWARE	4500738
Happy Software, LLC	FSS PRO	2825217
Happy Software, LLC	ASSISTANCECHECK	4345866
Happy Software, LLC	HAPCHECK	4493997
Happy Software, LLC	WAITLISTCHECK	4494004
Happy Software, LLC	REHAB PRO DIRECT	4737866
Happy Software, LLC	REHAB PRO DIRECT	4737924