

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561869

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:	MRI Software LLC		
Street Address:	28925 Fountain Parkway		
City:	Solon		
State/Country:	OHIO		
Postal Code:	44139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2627401	PROLEASE	
Registration Number:	4604019	PROLEASE PROJECT TRACKING	
Registration Number:	4604018	PROLEASE LEASE ADMINISTRATION	
Registration Number:	5181831	PROLEASE EQUIPMENT LEASE	
Registration Number:	4513475	PROLEASE WORKPLACE	
Registration Number:	4520193	PROLEASE MAINTENANCE	
Registration Number:	4760698	PUNCHPRO	
Registration Number:	1982451	LINK SYSTEMS	
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		
ATTORNEY DOCKET NUMBER:	337968-267		

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NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	02/12/2020
Total Attachments: 4 source=MRI - Trademark Release (mri software llc - 2019)#page1.tif source=MRI - Trademark Release (mri software llc - 2019)#page2.tif source=MRI - Trademark Release (mri software llc - 2019)#page3.tif source=MRI - Trademark Release (mri software llc - 2019)#page4.tif	

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 MRI 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 Trademark Security Agreement (as defined below).

WHEREAS, Grantor has pledged and granted to Grantee, for the benefit of the Secured Parties, a 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 Trademark Security Agreement dated as of September 18, 2019 (the “Trademark Security Agreement”) by Grantor in favor of Grantee;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on September 19, 2019 at Reel 6749 and Frame 0500; 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 G. Tuchscherer

Title: Managing Director

SCHEDULE 1**Trademarks****U.S. Trademark Registrations**

<u>Owner</u>	<u>Mark</u>	<u>Registration</u>
Link Systems Inc. & ProCalc	PROLEASE	2627401
Link Systems Inc. & ProCalc	PROLEASE PROJECT TRACKING	4604019
Link Systems Inc. & ProCalc	PROLEASE LEASE ADMINISTRATION	4604018
Link Systems Inc. & ProCalc	PROLEASE EQUIPMENT LEASE	5181831
Link Systems Inc. & ProCalc	PROLEASE WORKPLACE	4513475
Link Systems Inc. & ProCalc	PROLEASE MAINTANCE	4520193
Link Systems Inc. & ProCalc	PUNCHPRO	4760698
Link Systems Inc. & ProCalc	LINK SYSTEMS	1982451

<u>Owner</u>	<u>Country</u>	<u>Mark</u>	<u>Registration</u>
Link Systems Inc. & ProCalc	European Union	PROLEASE	11776572
Link Systems Inc.	State of Ohio	LINK SYSTEMS (Service Mark)	SM69277
Link Systems Inc.	State of Indiana	LINK SYSTEMS AND DESIGN	5010-3335
Link Systems Inc.	State of Indiana	LINK SYSTEMS AND DESIGN	5010-3336
Link Systems Inc.	State of Lousiana	LINK SYSTEMS (Service Mark)	531993
Link Systems Inc.	State of Kentucky	LINK SYSTEMS (Service Mark)	10753
Link Systems Inc.	State of Missouri	LINK SYSTEMS AND DESIGN	13291
Link Systems Inc.	State of Missouri	LINK SYSTEMS AND DESIGN	S13292

Link Systems Inc.	State of Colorado	LINK SYSTEMS AND DESIGN (Service Mark)	19951084539
Link Systems Inc.	State of Virginia	LINK SYSTEMS	802
Link Systems Inc.	State of Virginia	LINK SYSTEMS (Service Mark)	803
Link Systems Inc.	State of Georgia	LINK SYSTEMS (Service Mark)	S-14718
Link Systems Inc.	State of Georgia	LINK SYSTEMS	T-14719
Link Systems Inc.	State of Kansas	LINK SYSTEMS (Service Mark)	13591
Link Systems Inc.	State of Kansas	LINK SYSTEMS	13592
Link Systems Inc.	State of Illinois	LINK SYSTEMS (Service Mark)	076613
Link Systems Inc.	State of Illinois	LINK SYSTEMS	076614
Link Systems Inc.	State of Massachusetts	LINK SYSTEMS AND DESIGN	49062
Link Systems Inc.	State of Massachusetts	LINK SYSTEMS AND DESIGN	49063
Link Systems Inc.	State of Texas	LINK SYSTEMS (Service Mark)	5206117
Link Systems Inc.	State of Texas	LINK SYSTEMS (Service Mark)	5206217
Link Systems Inc. & ProCalc	Canada	PROLEASE	1623775
Link Systems	Canada	LINK SYSTEMS AND DESIGN	815356
Link Systems	European Union	LINK SYSTEMS AND DESIGN	218602
Link Systems Inc.	State of Minnesota	LINK SYSTEMS AND DESIGN	21075
Link Systems Inc.	State of Minnesota	LINK SYSTEMS AND DESIGN	21076
Link Systems Inc.	State of Minnesota	LINK SYSTEMS AND DESIGN	21077
Link Systems Inc.	State of Pennsylvania	LINK SYSTEMS	2644496