

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565345

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		03/04/2020	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Aptos, Inc.		
Street Address:	945 East Paces Ferry Road, Suite 2500		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1371037	APROPOS	
Registration Number:	1970981	APROPOS	
Registration Number:	4976588	APTOS	
Registration Number:	4976589	APTOS	
Registration Number:	3481063	CRS RETAILSTORE	
Registration Number:	4834836	SHOPVISIBLE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 PARK AVENUE		
Address Line 2:	c/o Paul Hastings LLP		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ AG		

CH \$165.00 1371037

DATE SIGNED:	03/04/2020
Total Attachments: 3 source=Aptos - Second Lien Trademark Termination#page1.tif source=Aptos - Second Lien Trademark Termination#page2.tif source=Aptos - Second Lien Trademark Termination#page3.tif	

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (“*Termination and Release*”) effective as of March 4, 2020 from Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, the “*Administrative Agent*”) to Aptos, Inc., a New York corporation and Shopvisible, LLC, a Georgia limited liability company (each a “*Grantor*”). Capitalized terms not defined herein shall have the meaning ascribed to them in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS pursuant to the Second Lien Security Agreement dated as of July 23, 2018 (the “*Security Agreement*”), the Administrative Agent and Grantor have executed a Trademark Security Agreement dated as of July 23, 2018 (the “*Trademark Security Agreement*”) which is recorded on July 23, 2018 in the United States Patent and Trademark Office at Reel 6388, Frame 0649;

WHEREAS pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest (“*Security Interest*”) in all of the Grantors’ rights, title or interest in or to (i) all Trademarks, including but not limited to those Trademarks listed on Schedule I hereto, (ii) renewals, extensions and continuations thereof, (iii) income, fees, royalties, damages, claims and payments then and thereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements or violations thereof, and (iv) rights to sue for past, present or future infringements or violations thereof, in each case whether such Trademark is owned or licensed, but not including any Excluded Assets (collectively, the “*Released Collateral*”);

WHEREAS the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Released Collateral;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby, without representation, warranty or recourse (express or implied) of any kind, terminates, releases and discharges the Security Interest in, and any and all claims against, the Released Collateral, and hereby reassigns to each Grantor, as applicable, all right, title and interest the Administrative Agent may have in such Released Collateral.

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.

[Signature page follows]

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent

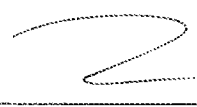
By:



Name: William O'Daly

Title: Authorized Signatory

By:




Name: Andrew Griffin

Title: Authorized Signatory

[Signature Page to Trademark Termination and Release (First Lien)]

SCHEDULE I

United States Trademarks and Trademark Applications

<u>Registration Number/ Application Number</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>Issue Date/ Appl. Date</u>	<u>Owner</u>
TMA966,797	Canada	Aptos	Registered		Aptos, Inc.
TMA966,784	Canada		Registered		Aptos, Inc.
1371037	U.S.	APROPOS	Registered	11/19/1985	Aptos, Inc.
1970981	U.S.	APROPOS	Registered	04/30/1996	Aptos, Inc.
4976588	U.S.	APTOS	Registered	06/14/2016	Aptos, Inc.
4976589	U.S.	APTOS	Registered	06/14/2016	Aptos, Inc.
3481063	U.S.	CRS RETAILSTORE	Registered	08/05/2008	Aptos, Inc.
4834836	U.S.	SHOPVISIBLE	Registered	10/20/2015	ShopVisible, LLC