

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559104

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900524016		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIZENS BANK, N.A., as ADMINISTRATIVE AGENT		11/19/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	THRIVEHIVE, INC.		
Street Address:	175 Sully's Trail		
Internal Address:	3rd Floor		
City:	Pittsford		
State/Country:	NEW YORK		
Postal Code:	14534		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5043680	THRIVEHIVE	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18588.015114		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/Moira Sheehan/		
DATE SIGNED:	01/27/2020		
Total Attachments: 6			
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RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement (this "Release") is made as of November 19, 2019, by CITIZENS BANK, N.A. (as successor-in-interest to Citizens Bank of Pennsylvania), in its capacity as administrative agent for the Lenders under the Security Agreement referred to below (the "Administrative Agent") for the benefit of the Obligors. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

W I T N E S S E T H:

WHEREAS, the Obligors and the Administrative Agent are parties to that certain (i) Security Agreement, dated as of June 4, 2014 (as amended, restated or otherwise modified through the date hereof, the "Security Agreement"); and (ii) Trademark Security Agreement, dated as of July 4, 2017 (as amended, restated or otherwise modified through the date hereof, the "Trademark Security Agreement"), pursuant to which the Obligors have granted to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Obligors in, to and under the Trademark Collateral, including the trademarks set forth on Schedule I hereto;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the "USPTO") on June 30, 2017 at Reel 6096 and Frame 0025; and

WHEREAS, Obligors have requested that the Administrative Agent release, and the Administrative Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. The Administrative Agent does hereby (x) terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement or Trademark Security Agreement to the Trademark Collateral and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby terminate, cease and become void and (y) terminate and cancel the Trademark Security Agreement. The Administrative Agent hereby assigns, transfers and conveys any and all right, title or interest of the Administrative Agent in the Trademark Collateral to the Obligors.

2. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

3. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Illinois.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Agreement to be executed and delivered as of the date first written above.

CITIZENS BANK, N.A.
as Administrative Agent

By: 
Name: Jonathan Bassett
Title: Vice President

[Signature Page to Release of Trademark Security Agreement]

TRADEMARK
REEL: 006897 FRAME: 0756

SCHEDULE I
to
RELEASE OF TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Application Number/ Application Date	Registration Number/ Registration Date	Owner	Mark
86591502 April 8, 2015	5043680 September 20, 2016	THRIVEHIVE, INC.	THRIVEHIVE