

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568657

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hercules Capital, Inc.		12/02/2019	Corporation:

RECEIVING PARTY DATA

Name:	FPX, LLC
Street Address:	8300 Norman Center Drive, Suite 1275
City:	Bloomington
State/Country:	MINNESOTA
Postal Code:	55437
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5405359	FPX
Registration Number:	5374131	FPX
Registration Number:	4931533	FPX
Registration Number:	4930085	BUSINESS IN CONCERT
Registration Number:	4595980	FIREPOND BY FPX
Registration Number:	4587189	CONFIGURE-PRICE-QUOTE
Registration Number:	3924304	FPX CPQ
Registration Number:	3912506	FPX CPQ ONDEMAND
Registration Number:	3820835	FPX
Registration Number:	3720363	FPX
Registration Number:	2255254	

CORRESPONDENCE DATA

Fax Number: 2127158100

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.

Phone: 2127159100

Email: kltrademark@kramerlevin.com

Correspondent Name: Kramer Levin Naftalis & Frankel LLP

Address Line 1: 1177 Avenue of the Americas

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TRADEMARK

ATTORNEY DOCKET NUMBER:	071016-00020 JJhe
NAME OF SUBMITTER:	Diane Torniali
SIGNATURE:	/Diane Torniali/
DATE SIGNED:	03/24/2020

Total Attachments: 3

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Release of Security Interest in Trademarks

This Release of Security Interest in Trademarks (the "Release") is made as of December 2, 2019, by Hercules Capital, Inc., a Maryland corporation, in its capacity as agent (in such capacity, the "Agent") pursuant to the Credit Agreement (as defined below) in favor of FPX, LLC, a Texas limited liability company (the "Grantor").

W I T N E S S E T H:

WHEREAS, pursuant to the terms and conditions of (i) that certain Guarantee and Collateral Agreement, dated as of May 10, 2019 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Agent, the Grantor, and certain of the Grantor's affiliates and (ii) that certain Credit Agreement, dated as of May 10, 2019 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement), between, among others, the Grantor, certain of the Grantor's affiliates, the Assignee, and certain Lenders party thereto, the Grantors entered into that certain Trademark Security Agreement dated as of May 10, 2019 (the "Trademark Security Agreement");

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement and the Guarantee and Collateral Agreement, each Grantor pledged and granted to the Agent for the benefit of the secured parties a lien on and security interest in all of the right, title and interest of such Grantor in, to and under the Trademarks (as defined in the Trademark Security Agreement), including, without limitation, the trademarks set forth on Schedule I attached hereto (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 10, 2019 at Reel/Frame 6642/0989; and

WHEREAS, the Agent desires to release, terminate and discharge the security interest and lien in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent on behalf of itself and the secured parties, hereby terminates the Trademark Security Agreement and releases, terminates, discharges and relinquishes unto each applicable Grantor the continuing security interest in, and lien on, the Trademark Collateral and otherwise assigns, grants and conveys to each applicable Grantor, without recourse, any and all right, title and interest the Agent or the secured parties may have in, to or under to the Trademark Collateral in order to revest in each applicable Grantor full and unencumbered title to said Trademark Collateral.

[signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release of Security Interest in Trademarks to be executed by its duly authorized officer as of the date first set forth above.

HERCULES CAPITAL, INC.





By  _____

Name: Zhuo Huang

Title: Associate General Counsel

SCHEDULE I

Registered Trademarks and Trademark Applications

Mark	Jurisdiction	Reg. No.	Status	Current Owner of Record
FPX (Stylized) 	U.S. Federal	5405359	Registered	FPX, LLC
FPX (Stylized) 	U.S. Federal	5374131	Registered	FPX, LLC
FPX	U.S. Federal	4931533	Registered	FPX, LLC
BUSINESS IN CONCERT	U.S. Federal	4930085	Registered	FPX, LLC
FIREPOND BY FPX	U.S. Federal	4595980	Registered	FPX, LLC Formerly Firepond, Inc.
CONFIGURE-PRICE-QUOTE	U.S. Federal	4587189	Registered	FPX, LLC
FPX CPQ	U.S. Federal	3924304	Registered Supplemental Register	FPX, LLC
FPX CPQ ONDEMAND	U.S. Federal	3912506	Registered Supplemental Register	FPX, LLC
FPX and Design 	U.S. Federal	3820835	Registered	FPX, LLC
FPX	U.S. Federal	3720363	Registered Supplemental Register	FPX, LLC
Design Only ⁴ 	U.S. Federal	2255254	Registered (Renewed)	FPX, LLC Composed of Audrey Spangenberg, Manager

⁴ Note to Draft: Unreleased Security Interests in favor of: (i) The Bank of New York, recorded on 04/04/2006 (Reel/Frame: 3282/0586); (ii) Radcliffe SPC, Ltd., recorded on 12/16/2008 (Reel/Frame: 3904/0963); and (iii) The Bank of New York, recorded on 12/16/2008 (Reel/Frame: 3905/0054). Security Interest will be released.