

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM584417

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Middlesex Savings Bank		07/02/2020	Banking Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Revenue Solutions, Inc.		
<b>Street Address:</b>	42 Winter Street		
<b>City:</b>	Pembroke		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02359		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4136711	UI INTEGRITY WAREHOUSE	
<b>Registration Number:</b>	4129995	LABOR PREMIER	
<b>Registration Number:</b>	3912252	REVENUE PREMIER	
<b>Registration Number:</b>	2864937	TAXMASTER	
<b>Registration Number:</b>	2537861	DISCOVERTAX	
<b>Registration Number:</b>	2537860	DISCOVERTAX	
<b>Registration Number:</b>	2486554	REVENUE SOLUTIONS	
<b>Registration Number:</b>	2389242	RSI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		
<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>			
<b>Phone:</b>	7043311000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	Suite 4700, ATTN: IP DEPARTMENT		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		

OP \$215.00 4136711

<b>ATTORNEY DOCKET NUMBER:</b>	029925.000478
<b>NAME OF SUBMITTER:</b>	John Slaughter
<b>SIGNATURE:</b>	/john slaughter/
<b>DATE SIGNED:</b>	07/02/2020

**Total Attachments: 5**

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July 2, 2020

Re: Loan and Security Agreement, dated as of December 22, 2017 (as amended, modified or supplemented from time to time prior to the date hereof, the "Existing Loan Agreement"; together with the various instruments, documents and other agreements executed in connection therewith, the "Existing Loan Documents"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the applicable Existing Loan Documents) among Revenue Solutions, Inc. (the "Borrower", together with any other borrowers or guarantors obligated under the Existing Loan Documents, the "Loan Parties") and Middlesex Savings Bank (the "Existing Lender").

Upon the Existing Lender's receipt of (a) a fully executed copy of this letter and (b) the aggregate amount owing by the Loan Parties under the Existing Loan Documents as set forth on the payoff quote, including any applicable per diem: (i) each of the Existing Loan Documents shall automatically terminate, (ii) the Loan Parties shall automatically be released and discharged from all obligations, claims and demands under the Existing Loan Document (other than indemnification obligations owing to Existing Lender that pursuant to the express terms of the Existing Loan Documents survive the termination of the Existing Loan Documents), (iii) all liens and security interests securing the obligations under the Existing Loan Documents shall automatically terminate, (iv) the Borrower, its agents or its designees (including Borrower's new lender) shall, at the Borrower's expense, be authorized to file such Uniform Commercial Code termination statements, intellectual property releases, and other release documents as are reasonably necessary to release the Existing Lender's security interests with respect to the collateral described in the Existing Loan Documents, (v) the Existing Lender shall cause to be delivered to Borrower, its agents or its designees any possessory collateral delivered to the Existing Lender by the Loan Parties under the Existing Loan Documents and (vi) the Existing Lender shall deliver such other release documents reasonably requested by the Borrower to evidence the termination and release of the liens and security interests securing the obligations under the Existing Loan Documents.

Very truly yours,

MIDDLESEX SAVINGS BANK

By: Patricia K. Conroy  
Name: Patricia K. Conroy  
Title: Senior Vice President

TRADEMARK

REEL: 006989 FRAME: 0172

ACKNOWLEDGED AND AGREED:

REVENUE SOLUTIONS, INC.

By: Christopher L. Barlow

Name: Christopher Barlow

Title: President and CEO

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of July 2, 2020 ("Release"), is made by Middlesex Savings Bank, a Massachusetts banking corporation ("Secured Party"), in favor of Revenue Solutions, Inc., a Massachusetts corporation ("Debtor").

**WHEREAS**, pursuant to that certain Pledge and Security Agreement (All Assets) dated as of December 22, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Debtor and Secured Party and the Trademark Security Agreement dated as of December 22, 2017 ("Trademark Security Agreement") by and among the Debtor and Secured Party, Debtor granted to the Secured Party a continuing first and prior security interest in, and a lien upon, all of Debtor's right, title and interest in, to and under the Trademark Collateral; and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on December 22, 2017 at Reel 6234 Frame 0952.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Secured Party and Debtor agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** Secured Party hereby:

(a) terminates the Trademark Security Agreement;

(b) terminates, cancels, forever discharges, and releases the continuing first and prior security interest in, and lien upon, all of Debtor's right, title and interest in, to and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO at Debtor's expense.

**SECTION 3. Further Assurances.** Secured Party, at Debtor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Secured Party will, at Debtor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

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

Secured Party:

Middlesex Savings Bank

By: Patricia K. Connor  
Name: Patricia K. Connor  
Title: Senior Vice President

Schedule A

Revenue Solutions, Inc.  
(Massachusetts Corporation)

U.S. Trademarks Subject to Security Interest  
Granted by Revenue Solutions, Inc.  
In Favor of Middlesex Savings Bank  
Recorded December 22, 2017 at Reel 6234 Frame 0952

Trademark Registrations

Mark	Reg. No.	Reg. Date
UI INTEGRITY WAREHOUSE	4136711	05/01/2012
LABOR PREMIER	4129995	04/17/2012
REVENUE PREMIER	3912252	01/25/2011
TAXMASTER	2864937	07/20/2004
DISCOVERTAX	2537861	02/12/2002
DISCOVERTAX	2537860	02/12/2002
REVENUE SOLUTIONS	2486554	09/11/2001
RSI	2389242	09/26/2000

