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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM584475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nomura Corporate Funding Americas, LLC		07/01/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Financial Management Solutions, Inc.	
Street Address:	297 Billerica Road	
City:	Chelmsford	
State/Country:	MASSACHUSETTS	
Postal Code:	01824	
Entity Type:	Corporation: GEORGIA	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4854606	FINANCIAL MANAGEMENT SOLUTIONS
Registration Number:	4836525	FMSI
Registration Number:	4865838	FMSI STRONGER PERFORMANCE, SHARPER EARNI
Registration Number:	4805762	LOBBY TRACKER
Registration Number:	4921504	OMNIX
Registration Number:	4921505	APPOINTMENT CONCIERGE
Registration Number:	4836526	STRONGER PERFORMANCE, SHARPER EARNINGS

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: | 1239618 TM C2

TRADEMARK
REEL: 006989 FRAME: 0422

900556910

NAME OF SUBMITTER:	Theresa Volano	
SIGNATURE:	/Theresa Volano/	
DATE SIGNED:	07/02/2020	
Total Attachments: 4		
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Termination and Release of Security Interest in Trademarks

July 1, 2020

WHEREAS, Kronos Incorporated, certain of its subsidiaries and Nomura Corporate Funding Americas, LLC ("Nomura"), in its capacity as Collateral Agent for the Second Lien Secured Parties (as each term is defined in the Second Lien Security Agreement (as defined below)), entered into that certain Second Lien Security Agreement dated as of November 1, 2016 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement");

WHEREAS, pursuant to the Second Lien Security Agreement, Nomura and Financial Management Solutions, Inc. entered into that certain Second Lien Intellectual Property Security Agreement dated May 2, 2017 and recorded with the United States Patent and Trademark Office on May 3, 2017 on Reel No. 6048, Frame 0690 (the "Grantor") (the "Second Lien IP Security Agreement");

WHEREAS, under the Second Lien IP Security Agreement, the Grantor granted to Nomura a security interest in certain Collateral (as defined in the Second Lien IP Security Agreement), including those items set forth on <u>Schedule 1</u> hereto (the "Released Collateral"); and

WHEREAS, Nomura desires to terminate and release the security interest granted by the Grantor under the Second Lien IP Security Agreement in the Released Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Nomura, as Collateral Agent for the Second Lien Secured Parties, does hereby unconditionally, irrevocably and absolutely terminate, release, extinguish and forever discharge, without recourse or warranty, the security interest granted under the Second Lien IP Security Agreement in the Released Collateral, together with all of the goodwill of the business connected with the use of, or symbolized by, such Released Collateral, and hereby unconditionally, irrevocably and absolutely assigns, transfers and conveys to the applicable Grantor all right, title and interest of Nomura in, to and under such Released Collateral and such goodwill granted under the Second Lien IP Security Agreement. This Release of Security Interest in Trademarks shall be binding upon Nomura's legal representatives, assigns and successors and upon the Second Lien Secured Parties. Nomura also hereby authorizes, and requests, the Director of the United States Patent and Trademark Office or his delegate to record this Release of Security Interest in Trademarks against the Released Collateral. The Collateral Agent hereby agrees, at the Grantors' sole cost and expense, to duly execute, acknowledge, procure and deliver any further

documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

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IN WITNESS WHEREOF, Nomura has caused this Release of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the day and year first above written.

NOMURA CORPORATE FUNDING

AMERICAS, LLC, as Collateral

By:

Name: Title:

Agent

G. Andrew Kelth
Executive Director

 $[Second ext{-}Lien\ Trademarks\ Release}]$

Schedule 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Serial/Registration Number	Owner
FINANCIAL MANAGEMENT SOLUTIONS	4854606	Financial Management Solutions, Inc.
FMSI	4836525	Financial Management Solutions, Inc.
FMSI STRONGER PERFORMANCE, SHARPER EARNINGS	4865838	Financial Management Solutions, Inc.
LOBBY TRACKER	4805762	Financial Management Solutions, Inc.
OMNIX	4921504	Financial Management Solutions, Inc.
APPOINTMENT CONCIERGE	4921505	Financial Management Solutions, Inc.
STRONGER PERFORMANCE SHARPER EARNINGS	4836526	Financial Management Solutions, Inc.

RECORDED: 07/02/2020