

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEYBANK NATIONAL ASSOCIATION		06/30/2020	Company: UNITED STATES
RECEIVING PARTY DATA			
Name:	PACKAGE CONCIERGE, INC.		
Street Address:	3556 Lakeshore Road		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14219		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87675668	TOUR24	
CORRESPONDENCE DATA			
Fax Number:	7168535199		
<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:	7168535100		
Email:	mstorck@lippes.com		
Correspondent Name:	Michael E. Storck		
Address Line 1:	50 Fountain Plaza, Suite 1700		
Address Line 4:	Buffalo, NEW YORK 14202		
NAME OF SUBMITTER:	Michael E. Storck		
SIGNATURE:	/Michael E. Storck/		
DATE SIGNED:	07/15/2020		
Total Attachments: 20			
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PARTIAL RELEASE OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS

June 30, 2020


WHEREAS, KEYBANK NATIONAL ASSOCIATION, a national banking association, as the administrative agent for a group of lenders (“Secured Party”), holds a security interest in certain intellectual property assets of PACKAGE CONCIERGE, INC., a Delaware corporation (“Pledgor”), pursuant to that certain Intellectual Property Security Agreement, dated as of October 17, 2017, executed by Pledgor in favor of the Secured Party, as amended by that certain Amendment and Conformation of Intellectual Property Security Agreement, dated January 24, 2019, executed by Pledgor in favor of Secured Party (as amended, the Security Agreement”), which amendment was recorded with the United States Patent and Trademark Office on February 7, 2019 at Reel 6554 / Frame 0142;

NOW, THEREFORE, for value received, Secured Party hereby releases its security interest and all of its right, title, and interest in and to the trademark specifically set forth on Schedule A attached hereto (the “Released Trademark”). Other than with respect to the Released Trademark, Secured Party’s interest in all other trademarks, trademark registrations and other intellectual property assets of Pledgor covered by the Security Agreement or otherwise remains in full force in effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Secured Party, by its duly authorized officer, has executed this Partial Release of Security Interest in United States Trademarks as of the date first set forth above.

KEYBANK NATIONAL ASSOCIATION

By:  _____

Mark F. Wachowiak
Senior Vice President

Signature Page to
Partial Release of Security Interest in United States Trademarks
(Package Concierge, Inc.)

TRADEMARK
REEL: 006999 FRAME: 0004

SCHEDULE A

Mark	Image	Status	Registration Date	Registration Number	Application Number	Country	Class
Tour24	Tour24	Registered	June 25, 2019	5,788,655	87675668	USA	IC 035

S-A

PARTIAL RELEASE OF PERSONAL PROPERTY

This PARTIAL RELEASE OF PERSONAL PROPERTY, dated as of June 30, 2020, is made by KeyBank National Association, a national banking association, in its capacity as the administrative agent under the Credit Agreement, as hereinafter defined (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of June 30, 2020, between Tour 24 Holdings, Inc., a Delaware corporation ("Buyer"), and Package Concierge, Inc., a Delaware corporation ("Seller"), Seller is to sell to Buyer certain personal property used in the Seller's business of providing a mobile application and related software and hardware tools to end-users for self-guided tours of apartment buildings and specifically described on Schedule A attached hereto (the "Mobile Business Assets") (such sale, the "Mobile Business Asset Sale").

WHEREAS, the Administrative Agent, on behalf of the Lenders (as hereinafter defined), has a security interest in and to the Mobile Business Assets pursuant to the transactions contemplated by that certain Sixth Amended and Restated Credit Agreement, dated as of January 24, 2019 (as amended, the "Credit Agreement"), among Gibraltar Industries, Inc., a Delaware corporation, Gibraltar Steel Corporation of New York, a New York corporation (collectively, the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent; and

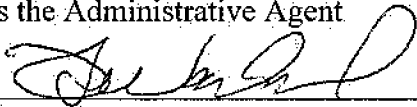
WHEREAS, the Borrowers and Seller have requested that the Administrative Agent release the Administrative Agent's liens on the Mobile Business Assets.

NOW, THEREFORE, contemporaneously with the consummation of the Mobile Business Asset Sale, the Administrative Agent does hereby, without recourse and without representation or warranty of any kind (express or implied), release its security interest in the Mobile Business Assets described on Schedule A attached hereto, and does hereby authorize Seller, its assigns and any party authorized by Seller to file the Uniform Commercial Code financing statement amendment in the identical form of such amendment as attached hereto as Schedule B. No other filing is authorized by this release and no other release is made other than with respect to the assets listed on Schedule A hereto. The Administrative Agent agrees to execute and deliver to Seller or its designee (at the sole expense of the Borrowers and Seller) such additional termination statements, releases, discharges and other agreements as Seller may reasonably request in connection with the release and termination by the Administrative Agent of its liens in the Mobile Business Assets.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Administrative Agent has executed this Partial Release of Personal Property the day and year first above written.

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By: 

Mark F. Wachowiak
Senior Vice President

Signature Page to
Partial Release of Personal Property

TRADEMARK
REEL: 006999 FRAME: 0007

Schedule A

(a) all rights arising under all Contracts with customers of the Seller's business of providing a mobile application and related software and hardware tools to end-users for self-guided tours of apartment buildings (the "Business") and all rights arising under all other Contracts exclusively related to the conduct of the Business. The term "Contracts" means all written or oral contracts, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures, and all other agreements, commitments, and legally binding arrangements;

(b) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones, and other tangible personal property to the extent listed on Schedule 1.01(c) attached hereto;

(c) all prepaid expenses, credits, advance payments, claims, security deposits, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums, and fees exclusively relating to the Business and set forth on the balance sheet of the Business as of May 31, 2020;

(d) (i) all patents, trademarks and copyrights exclusively related to the conduct of the Business that have been registered by or with any Governmental Authority, as hereinafter defined (the "Intellectual Property Registrations") and set forth on Schedule 3.13(a) attached hereto, together with all (A) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to such Intellectual Property Registrations; and (B) claims and causes of action with respect to such Intellectual Property Registrations, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof; (ii) all intellectual property owned by Seller with respect to which intellectual property Seller has granted rights or interests to any other persons, and all intellectual property in which Seller holds any rights or interests granted by other persons, in each case exclusively related to the Business and set forth on Schedule 3.13(b) attached hereto; (iii) all Contracts and all associated policies and guidelines relating to its use of any social media platforms, sites, or services in the conduct of the Business; and (iv) all other intellectual property, if any, owned by Seller and exclusively used or held for use in the conduct of the Business as currently conducted, including those as set forth on Schedule 3.13(a) attached hereto;

(e) all of Seller's rights with respect to any product warranties and similar rights against third parties to the extent relating to the Purchased Assets (as hereinafter defined);

(f) originals or, where not available, copies, of all books and records exclusively relating to the Business, including books of account, ledgers, and general, financial, and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records, and data (including all correspondence with any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government

or political subdivision, or any arbitrator, court, or tribunal of competent jurisdiction (collectively, a "Governmental Authority")), sales material and records, strategic plans and marketing, and promotional surveys, material, and research; and all goodwill and the going concern value of the Purchased Assets and the Business (subparts (a) through (f) above, collectively, the "Purchased Assets");

provided that, notwithstanding the foregoing, the Purchased Assets shall not include: (i) any cash or cash equivalents; (ii) any accounts receivable of the Seller ("Accounts Receivable"), including, but not limited to, Accounts Receivable of the Seller exclusively related to the Business; or (c) any other assets, properties or rights of Seller which are not used or held for use exclusively with respect to the conduct of the Business.

Schedule 1.01(c)
See attached.

Schedule 3.13(a)
See attached.

Schedule 3.13(b)
See attached.

Schedule 1.01(c)

Purchase and Sale of Assets

Item	Quantity
Desks	4
Chairs	8
Computers	6
Monitors	8
Desk Phones	4
Cellular Phones	4
Coffee Maker	1
Clocks	4
Alexa	1

Schedule 3.13(a)

Intellectual Property

(i)

1. Systems and Methods for Scheduling and Performing Self-Guided Tours of Multi-Unit Residential Facilities; United States of America; Patent Application No. 16/518,772; Filed on July 22, 2019, Pending Approval.

2. Tour24 (Service Mark); United States of America; Trademark Registration No. 5,788,655; Registered on June 25, 2019.

3. The following domain names: "tour24now.com", "tour24app.com", "tour24nowapp.com", "tour24.info", "tour24.mobi", "thetour24.info", "tourtwentyfour.com", "tour24it.com", "thetour24.com", "tour24.co", "tour24.io", "tour24.me", and "tour24leasing.com".

(ii)

None.

(iii)

1. Proprietary software developed by DMC, Inc. and used in connection with the Tour24 business including its mobile application, registration, verification and scheduling code.

2. Tour24 web portal, website and related software.

Schedule 3.13(b)

Intellectual Property

(i)

None.

(ii)

1. RealPage Exchange AppPartner Agreement, dated November 1, 2019, by and between Tour24, Inc. and RealPage, Inc., in connection with interfaces, web services and XML gateways known as "Cloud APIs".
2. Services Agreement, dated December 1, 2019, by and between Tour24 and Onfido, in connection with certain technology and software owned by Onfido and used for verification of residents to access the properties.
3. App Store Vendor License Agreement, dated August 14, 2019, by and between Tour24, Inc. and Entrata, Inc, in connection with Entrata app store and property management software associated therewith.

(iii)

1. Non-Disclosure Agreement, dated June 4, 2020, by and between Tour24 and Igloohome Pte. Ltd.
2. Mutual Non-Disclosure Agreement, dated May 20, 2020, by and between Gibraltar Industries Inc. and Latchable, Inc, in connection with technology, software and hardware related to certain smart-locks and access solutions.
3. Developer Certificates by and between Package Concierge, Inc. and Apple Inc., in connection with APNs Development iOS, Apple Push Services, Development, iOS Development, and iOS Distribution software.
4. Distribution Agreement (unexecuted), dated February 19, 2019, by and between Tour24, Inc. and STRATIS IoT, Inc., in connection with STRATIS licenses and products.
5. Distribution Agreement, dated October 1, 2018, by and between Package Concierge, Inc. d/b/a Tour24 and Oncell Systems, Inc, in connection with software and application services for the provision of location-based informational content to mobile devices, cellular phones and PDAs.
6. Agreement/Purchase Order by and between Tour24 and DMC, Inc.
7. Developer Account by and between Tour24 and Google.

8. Integrated Marketing Agency Services Agreement, dated May 2, 2018, by and between Package Concierge, Inc. and DB Marketing, in connection with Tour24 website management services.

9. Email Services Provider and SSL Certificate, by and between Gibraltar Industries, Inc. and GoDaddy, in connection with Tour24 email addresses and domain names.

Schedule B

See attached.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Thompson Hine LLP 3900 Key Center 127 Public Square Cleveland, Ohio 44114-1291 Attn: David D. Thomas, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2017 6970260

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record **AND** Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:
Amendment: Secured Party hereby releases its security interest in the assets specifically described on Exhibit A attached hereto that are used in Debtor's business of providing a mobile application and related software and hardware tools to end-users for self-guided tours of apartment buildings being and being sold by Debtor pursuant to that certain Asset Purchase Agreement dated June 30, 2020 with Tour 24 Holdings, Inc., a Delaware corporation, as buyer. Secured Party's security interest in all other collateral described or listed in the original Financing Statement referenced above remains in full force and effect.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
KeyBank National Association, as the Administrative Agent

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA:
Filed with the Delaware Secretary of State; Debtor: Package Concierge, Inc.

Exhibit A

(a) all rights arising under all Contracts with customers of the Debtor's business of providing a mobile application and related software and hardware tools to end-users for self-guided tours of apartment buildings (the "Business") and all rights arising under all other Contracts exclusively related to the conduct of the Business. The term "Contracts" means all written or oral contracts, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures, and all other agreements, commitments, and legally binding arrangements;

(b) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones, and other tangible personal property to the extent listed on Schedule 1.01(c) attached hereto;

(c) all prepaid expenses, credits, advance payments, claims, security deposits, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums, and fees exclusively relating to the Business and set forth on the balance sheet of the Business as of May 31, 2020;

(d) (i) all patents, trademarks and copyrights exclusively related to the conduct of the Business that have been registered by or with any Governmental Authority, as hereinafter defined (the "Intellectual Property Registrations") and set forth on Schedule 3.13(a) attached hereto, together with all (A) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Debtor with respect to such Intellectual Property Registrations; and (B) claims and causes of action with respect to such Intellectual Property Registrations, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof; (ii) all intellectual property owned by Debtor with respect to which intellectual property Debtor has granted rights or interests to any other persons, and all intellectual property in which Debtor holds any rights or interests granted by other persons, in each case exclusively related to the Business and set forth on Schedule 3.13(b) attached hereto; (iii) all Contracts and all associated policies and guidelines relating to its use of any social media platforms, sites, or services in the conduct of the Business; and (iv) all other intellectual property, if any, owned by Debtor and exclusively used or held for use in the conduct of the Business as currently conducted, including those as set forth on Schedule 3.13(a) attached hereto;

(e) all of Debtor's rights with respect to any product warranties and similar rights against third parties to the extent relating to the Purchased Assets (as hereinafter defined);

(f) originals or, where not available, copies, of all books and records exclusively relating to the Business, including books of account, ledgers, and general, financial, and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records, and data (including all correspondence with any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any arbitrator, court, or tribunal of competent jurisdiction (collectively, a "Governmental Authority")), sales material and records, strategic plans and marketing, and promotional surveys, material, and

research; and all goodwill and the going concern value of the Purchased Assets and the Business (subparts (a) through (f) above, collectively, the “Purchased Assets”);

provided that, notwithstanding the foregoing, the Purchased Assets shall not include: (i) any cash or cash equivalents; (ii) any accounts receivable of the Debtor (“Accounts Receivable”), including, but not limited to, Accounts Receivable of the Debtor exclusively related to the Business; or (c) any other assets, properties or rights of Debtor which are not used or held for use exclusively with respect to the conduct of the Business.

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