

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Termination and Release of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prospect Capital Corporation, as Collateral Agent		07/21/2020	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Venio LLC		
Street Address:	1001 Avenue of the Americas, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3911089	KEANE	
Registration Number:	4232162	KEANE	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	07/23/2020		
Total Attachments: 5			
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**PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of July 21, 2020 (the "Release"), is made by Prospect Capital Corporation, a Maryland corporation ("Prospect"), acting as collateral agent for the Secured Creditors (in such capacity, together with its successors and permitted assigns in such capacity, the "Collateral Agent"), in favor of Venio LLC, a Delaware limited liability company ("Grantor").

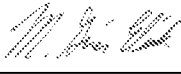
WHEREAS, pursuant to that certain Security Agreement, dated as of February 19, 2014 (as amended, modified, or supplemented from time to time, the "Security Agreement"; capitalized terms used herein are used as defined in the Security Agreement), by and among the Collateral Agent, Grantor, Venio Holding Corp., a Delaware corporation, and the other Guarantors party thereto, Grantor granted to the Collateral Agent a security interest in all of Grantor's right, title and interest in and to certain trademarks and copyright registrations, including, without limitation, the trademarks and copyright registrations set forth on Schedule A attached hereto (such registrations set forth on Schedule A attached hereto, the "Released Collateral") as more fully set forth and described in that certain (i) Trademark Security Agreement, dated as of February 19, 2014, by and between the Collateral Agent and Grantor (as amended, modified, or supplemented from time to time, the "Trademark Security Agreement"), and (ii) Copyright Security Agreement, dated February 19, 2014, by and between the Collateral Agent and Grantor (as amended, modified, or supplemented from time to time, the "Copyright Security Agreement"; together with the Trademark Security Agreement, the "IP Security Agreements").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without representation, warranty, or recourse, hereby terminates, cancels, and releases its security interest in and to the Released Collateral granted pursuant to the IP Security Agreements. Notwithstanding the foregoing, other than with respect to the Released Collateral, any and all security interests in, liens upon, rights of set off against and pledges of properties and assets of the Loan Parties heretofore granted, pledged, assigned to, or otherwise claimed by the Collateral Agent in patents, trademarks, tradestyles, copyrights, and any other intellectual property rights (including all registrations and applications therefor) pursuant to the Security Agreement and/or the IP Security Agreements shall remain in full force and effect. The Collateral Agent hereby acknowledges and agrees that this Release may be filed with the U.S. Patent and Trademark Office, the Copyright Office or any other governmental office to evidence the release granted herein at the sole expense of the Grantor.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, Prospect has caused this Release to be executed by its duly authorized representative as of the date hereof.

PROSPECT CAPITAL CORPORATION, as
Collateral Agent


By: 
Name: M. Grier Eliasek
Title: President and Chief Operating Officer

Schedule A

Released Collateral

(see attached)

TRADEMARK ASSETS

MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE
KEANE	85/061,693 3,911,089 United States	June 14, 2010 January 25, 2011
	85/241,370 4,232,162 United States	February 14, 2011 October 30, 2012

COPYRIGHT ASSETS

TITLE	TYPE OF WORK	REG. NO. / JURISDICTION	CREATION DATE / REG. DATE
KEANOTES	Serial	TX0007078155 United States	2005 December 5, 2008
KEANOTES	Serial	TX0007078144 United States	2006 December 5, 2008
KEANOTES	Serial	TX0007078201 United States	2007 December 5, 2008
KEANOTES	Serial	TX0007077875 United States	2007 December 5, 2008
KEANOTES	Serial	TX0007077900 United States	2007 December 5, 2008
KEANOTES	Serial	TX0007077921 United States	2007 December 5, 2008
KEANOTES	Serial	TX0007077946 United States	2008 December 5, 2008
KEANOTES	Serial	TX0007077972 United States	2008 December 5, 2008
KEANOTES	Serial	TX0007078078 United States	2008 December 5, 2008
KEANOTES	Serial	TX0007078112 United States	2008 December 5, 2008

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