

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VSR Lending, LLC		08/03/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Versar, Inc.		
Street Address:	6850 Versar Center, Suite 201		
City:	Springfield		
State/Country:	VIRGINIA		
Postal Code:	22151		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	72347538	VERSAR	
Serial Number:	73197731	VERSAR	
Serial Number:	86088853	VERSAR	
Serial Number:	77245694	J.M. WALLER ASSOCIATES, INC.	
Registration Number:	3712538		
Serial Number:	86088742	V	
Serial Number:	86088826	V	
Serial Number:	78624881	MARS	
Registration Number:	3603851	VIAP	
Registration Number:	3702391	HEATCOMMANDER	
CORRESPONDENCE DATA			
Fax Number:	2132897739		
<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:	2134262619		
Email:	aarnelle@goodwinlaw.com		
Correspondent Name:	Amy Arnelle		
Address Line 1:	601 South Figueroa Street		
Address Line 4:	Los Angeles, CALIFORNIA 90017		

OP \$265.00 72347538

ATTORNEY DOCKET NUMBER:	129503.284730
NAME OF SUBMITTER:	Amy Arnelle
SIGNATURE:	/Amy Arnelle/
DATE SIGNED:	08/19/2020

Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 3, 2020 ("Release"), is made by VSR Lending, LLC (the "Secured Party") in favor of Versar, Inc., a Delaware corporation ("Grantor").

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of November 9, 2017 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Loan Agreement") by and among the Grantor, Secured Party, and others party thereto, Grantor granted to the Secured Party a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to trademarks, service marks, and trade names, including all goodwill connected with or symbolized by any of the foregoing including, but not limited to, the foregoing listed on Schedule A attached hereto (collectively, "Trademark Collateral"); and

WHEREAS, pursuant to the Loan Agreement, Grantor executed and delivered to Secured Party the Trademark Security Agreement recorded at the United States Patent and Trademark Office ("USPTO") on November 14, 2017 at Reel 006205 Frame 0381 ("Security Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Loan Agreement or Security Agreement.

SECTION 2. Termination and Release. Secured Party, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the security interest in, and the right to set off against, Grantor's right, title, and interest in and to all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Loan Agreement or Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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:

VSR Lending, LLC

By: 

Name: Vikas Tarda

Title: Manager

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Status
Versar	Versar, Inc.	72/347,538	12/31/1969	0,917,848	8/3/1971	Live
Versar	Versar, Inc.	73/197,731	12/21/1978	1,184,290	1/5/1982	Live
Versar	Versar, Inc.	86/088,853	10/10/2013	4,750,410	6/9/2015	Live
Versar	Versar, Inc.	625,777	2/17/1989	384,480	5/14/1991	Canadian Registration
	Versar, Inc.	77/245,694	8/2/2007	3,715,800	11/24/2009	Live
Design Only	Versar, Inc.			3,712,538	11/17/2009	
	Versar, Inc.	86/088,742	10/10/2013	4,750,408	06/09/2015	Live
	Versar, Inc.	86/088,826	10/10/2013	4,750,409	06/09/2015	Live
MARS	Versar, Inc.	78/624,881	05/06/2005	3,085,286	04/25/2006	Live
VIAP	Versar, Inc.			3603851	04/07/2009	
HEATCOMMANDER	Versar, Inc.			3702391	10/27/2009	