

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Regions Bank		10/16/2020	Chartered Bank: ALABAMA
RECEIVING PARTY DATA			
Name:	Ahead, Inc. (f/k/a New Ahead, Inc.)		
Street Address:	401 N. Michigan Avenue, Suite 3400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3642755	AHEAD	
Registration Number:	3783646	A AHEAD	
Registration Number:	4997097	A	
Registration Number:	5671207	AHEAD COPILOT	
Registration Number:	5526591	EXPERTS IN ENTERPRISE CLOUD	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	10/19/2020		
Total Attachments: 5			

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NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of October 16, 2020 is made by REGIONS BANK, in its capacity as Collateral Agent, with offices at 1180 West Peachtree Street NW, Suite 1400, Atlanta, Georgia 30309 (referred to herein as the “Collateral Agent”), in favor of AHEAD, INC. (formerly known as New Ahead, Inc.), an Illinois limited liability company, having its chief executive office at 401 N. Michigan Avenue, Suite 3400, Chicago, Illinois 60611 (the “Grantor”), pursuant to that certain Collateral Agreement, dated as of November 8, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantor, the Collateral Agent and other parties thereto.

WITNESSETH:

WHEREAS, in connection with the Collateral Agreement, the Grantor executed and delivered the Trademark Security Agreement, dated as of November 8, 2019 in favor of the Collateral Agent (the “Trademark Security Agreement”; capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in and continuing lien upon the trademarks and trademark applications set forth on Schedule A attached hereto (collectively, the “Released Trademarks”);

WHEREAS, the Collateral Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the “USPTO”) on November 27, 2019, at Reel/Frame No. 6805/0469; and

WHEREAS, the Collateral Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent agrees, for the benefit of the Grantor, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Collateral Agreement).

SECTION 2. Release of Security Interest. The Collateral Agent does hereby terminate, cancel and release its lien and security interest in, and right of setoff against, all of the Grantor’s right, title and interest in, to and under each of the Released Trademarks, and the Collateral Agent hereby assigns to the Grantor any right, title or interest it may have in or to any of the Released Trademarks.

SECTION 3. Termination. The Collateral Agent, without any recourse, representation or warranty, hereby:

- a) terminates and cancels the Trademark Security Agreement,
- b) terminates, cancels, discharges, and releases the Collateral Agent’s continuing security interest in Grantor’s right, title, and interest in and to all the Released Trademarks and the Trademark Collateral (as defined in the Trademark Security Agreement), including, but

not limited to, (i) each trademark, trademark registration (“Trademark Registration”) and trademark application (“Trademark Application”), including, without limitation, the Released Trademarks listed on Schedule A attached hereto, granted pursuant to the Trademark Security Agreement, together with the goodwill symbolized thereby and (ii) all Proceeds of the foregoing, including, without limitation, any claim against third parties for past, present or future (A) infringement, dilution or breach of any trademark, Trademark Registration and Trademark Application, including, without limitation, any Trademark Registration referred to in Schedule A attached hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule A attached hereto; or (B) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application, and

- c) re-transfers, re-conveys and re-assigns any right, title or interest that the Collateral Agent has acquired in the all trademarks, Trademark Registrations and Trademark Applications, including, without limitation, the Released Trademarks under the Trademark Security Agreement to the Grantor.

SECTION 4. Further Assurances. The Collateral Agent hereby authorizes the Grantor or the Grantor’s authorized representative to (i) record this Release with the USPTO, and/or (ii) otherwise record or file this Release in the applicable governmental office or agency. The Collateral Agent further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or their agents or designees) reasonably request (at the Grantor’s sole cost and expense) in order to confirm this Release and the Grantor’s right, title and interest in, to and under the Released Trademarks.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

REGIONS BANK, as Collateral Agent

By: 
Name: JD Eller
Title: Associate

SCHEDULE A

TRADEMARKS

Owner	Trademark	Registration Number	Filing Date	Country
Ahead, Inc. (successor in interest to Ahead, LLC)	AHEAD	3642755	11-05-2008	USA
Ahead, Inc. (successor in interest to Ahead, LLC)	 AHEAD	3783646	06-17-2009	USA
Ahead, Inc. (successor in interest to Ahead, LLC)		4997097	11-12-2015	USA
Ahead, Inc. (successor in interest to Ahead, LLC)	AHEAD COPILOT	5671207	10-18-2017	USA
Ahead, Inc. (successor in interest to Ahead, LLC)	EXPERTS IN ENTERPRISE CLOUD	5526591	12-13-2017	USA