

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capital One, National Association		10/26/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	GeoDigm Corporation		
Street Address:	1630 Lake Drive West		
City:	Chanhassen		
State/Country:	MINNESOTA		
Postal Code:	55317		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2801527	ICON	
Registration Number:	2944740	EMODEL	
Registration Number:	2789747	EPLAN	
Registration Number:	2789746	GEODIGM	
Registration Number:	2572036	EMODEL	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	Noah A. Shier		
Address Line 1:	Dechert LLP		
Address Line 2:	1095 AVE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	Project Barracuda 175160		
NAME OF SUBMITTER:	Noah Shier		
SIGNATURE:	/Noah Shier/		
DATE SIGNED:	10/26/2020		

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Total Attachments: 4

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**RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “**Release**”), dated as of October 26, 2020, is made by CAPITAL ONE, NATIONAL ASSOCIATION, in its capacity as Administrative Agent for the Lenders and Secured Parties (the “**Administrative Agent**”), under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement and the Security Agreement).

WHEREAS, in connection with that certain Credit Agreement dated as of June 1, 2017, as amended and restated on October 1, 2018 and as further amended, supplemented or otherwise modified from time to time, collectively, the “**Credit Agreement**”), by and among GeoDigm Corporation, as Borrower, the other Loan Parties from time to time party thereto, the Lenders and L/C Issuers from time to time party thereto and Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower;

WHEREAS, in connection with the Credit Agreement and together with all general security agreements and trademark security agreements entered into in connection therewith, and pursuant to that certain Trademark Security Agreement, dated June 1, 2017, between GeoDigm Corporation (the “**Grantor**”) and Administrative Agent (the “**Security Agreement**”), Grantor granted to the Administrative Agent a security interest in the Trademark Collateral (defined below) owned by Grantor; and

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on June 2, 2017 at Reel/Frame 6076/0031.

NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby (i) terminates the Security Agreement; (ii) releases, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights in, to and under, including its Lien on and security interest in, and right of setoff against, the following Collateral of the Grantor, whether granted pursuant to the Security Agreement or any other agreement or document delivered in connection with the Credit Agreement (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and all IP Licenses, providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and

(iii) reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in, to and under the Trademark Collateral to the Grantor.

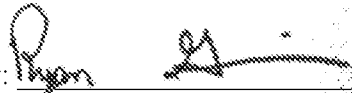
The Administrative Agent agrees, at the Grantor's expense, to cooperate with the Grantor and to provide the Grantor with the information and additional authorization reasonably required or desirable to effect the release of the Administrative Agent's security interest in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]


IN WITNESS WHEREOF, the Administrative Agent has executed this Release as of the date first written above.

**CAPITAL ONE, NATIONAL
ASSOCIATION**, as Administrative Agent

By: 
Name: Ryan Guenin
Title: Duly Authorized Signatory

SCHEDULE I

U.S. REGISTERED TRADEMARKS

Trademark	Country	Status	Record Owner	App. No.	App. Date	Reg. No.	Reg. Date
ICON	U.S.	Registered	GeoDigm Corporation	78/193454	12/11/2002	2801527	12/30/2003
 emodel	U.S.	Registered	GeoDigm Corporation	78/099957	12/26/2001	2944740	4/26/2005
EPLAN	U.S.	Registered	GeoDigm Corporation	78/096533	12/4/2001	2789747	12/2/2003
GEODIGM	U.S.	Registered	GeoDigm Corporation	78/096530	12/4/2001	2789746	12/2/2003
EMODEL	U.S.	Registered	GeoDigm Corporation	75/981862	3/11/1997	2572036	5/21/2002