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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM606334

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Webster Bank, National Association		11/02/2020	National Banking Association: UNITED STATES

# **RECEIVING PARTY DATA**

Name:	Veson Nautical LLC
Street Address:	21 Drydock Ave, Suite 610W
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Limited Liability Company: DELAWARE

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4821641	VESLINK
Registration Number:	3187178	VESON NAUTICAL

# **CORRESPONDENCE DATA**

**Fax Number:** 4048817777

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.

**Phone:** 7044441000

Email: kelly.branch@alston.com

Correspondent Name: Lauren R. Timmons

**Address Line 1:** 101 South Tryon Street, Suite 4000

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Kelly K. Branch
SIGNATURE:	/Kelly K. Branch/
DATE SIGNED:	11/02/2020

# **Total Attachments: 5**

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### RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement (this "Release") is made as of November 2, 2020, by WEBSTER BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders under the Security Agreement referred to below (the "Agent") for the benefit of Veson Nautical LLC, a Delaware limited liability company (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

# <u>WITNESSETH</u>:

WHEREAS, the Grantor and the Agent are parties to that certain (i) Guaranty and Security Agreement, dated as of January 31, 2017 (as amended, restated or otherwise modified through the date hereof, the "Security Agreement"); and (ii) Trademark Security Agreement, dated as of January 31, 2017 (as amended, restated or otherwise modified through the date hereof, the "Trademark Security Agreement"), pursuant to which the Grantor has granted to the Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks set forth on Schedule I hereto;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the "<u>USPTO</u>") on January 31, 2017 at Reel 5977 and Frame 0474; and

WHEREAS, Grantor has requested that the Agent release, and the Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. The Agent does hereby (x) terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement or Trademark Security Agreement to the Trademark Collateral and any right, title or interest of the Agent in such Trademark Collateral shall hereby terminate, cease and become void and (y) terminate and cancel the Trademark Security Agreement. The Agent hereby assigns, transfers and conveys any and all right, title or interest of the Agent in the Trademark Collateral to the Grantor.
- 2. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- 3. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

[Signature page rollows

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Agreement to be executed and delivered as of the date first written above.

> WEBSTER BANK, NATIONAL **ASSOCIATION**

as Agent

---- DocuSigned by:

By: Scott Warden
Name: Scott Warden Title: Vice President

# SCHEDULE I to RELEASE OF TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations**

### 1. REGISTERED TRADEMARKS

Mark/Name	Registration Number	Registration Date	Owner
VESLINK	4,821,641	September 29, 2015	Veson Nautical LLC
VESON NAUTICAL	3,187,178	December 19, 2006	Veson Nautical LLC

# 2. TRADEMARK APPLICATIONS

None.

# 3. IP LICENSES

Outbound license agreements with exclusivity provisions:

- During the term of the Data Sourcing Agreement between IHS Global Limited and Veson Nautical Corporation (the "Company") dated as of July 1, 2012, as amended (the "IHS Global Limited Agreement"), the Company is not permitted to license or make Licensor's Data (as defined below) available to Informa, Vesseltracker, Marine Traffic, and Shipping Guides. "Licensor's Data" for purposes of the IHS Global Limited Agreement means the Company's up-to-date Veson Nautical Distances software program and data tables, both modified to meet IHS Global Limited's specifications and in a format that is suitable for IHS Global Limited's purposes as mutually agreed between the parties, and any associated product documentation made available by the Company.
- Pursuant to the Reseller Agreement between the Company and Open Link Financial, Inc. ("Open Link")
  dated as of July 14, 2010, as amended (the "Open Link Reseller Agreement"), the Company granted to
  Open Link, during the term of the Open Link Reseller Agreement, an exclusive license to sublicense the
  Licensed Product (including IMOS, and as more particularly defined therein) to Petronas Trading
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Corporation SDN BHD (or any other entity constituting the End User for purposes of this agreement) pursuant to and in accordance with the End User Agreement (as defined therein), and the Company is not permitted to directly or indirectly grant any licenses or similar rights with respect to the Licensed Product to the End User or to any service provider rendering Licensed Product-related services to the End User in conflict with or circumvention of the subject matter of the End User Agreement and its license to Open Link thereunder

• Pursuant to the Agreement to Act as Agent between the Company and Diyar United Trading and Contracting Company ("Diyar") dated as of November 28, 2010, as amended (the "Diyar Agreement"), the Company's software licensing and provision of related services to Kuwait Petroleum Company ("KPC") is currently through Diyar, the prime contractor to KPC.

# Inbound licenses:

- Agreement Regarding MSG Chart Server Services between the Company and Made Smart Group BV dated as of April 23, 2015 (the "Made Smart Agreement").
- Technology Transfer Agreement between the Company and C-MAP Norway AS signed by the Company as of June 12, 2007 (the "C-MAP Norway AS Agreement"). The Company does not have in its files a version of this agreement that is signed by C-Map. However, since 2007, the parties to this agreement have been operating and making payments under this agreement as an effective contract.
- Microsoft Cloud Reseller Agreements (collectively, the "Microsoft Cloud Reseller Agreements")
  - o Microsoft Cloud Reseller Agreement between Microsoft Corporation and the Company for North America, Central America, South America, and Caribbean
  - Microsoft Cloud Reseller Agreement between Microsoft Regional Sales Corporation and the Company – for Asia, Australia, and Pacific
  - o Microsoft Cloud Reseller Agreement between Microsoft Ireland Operations Limited and the Company for Europe, Middle East, and Africa
- Data Sourcing Agreement between IHS Global Limited and the Company dated as of July 1, 2012, as amended by Amendment No. 1, Amendment No. 2 to the Data Sourcing Agreement dated July 1<sup>st</sup> 2012, executed on January 24, 2013, and Amendment No. 3 to the Data Sourcing Agreement dated July 1<sup>st</sup>, 2012, effective as of December 1, 2015 (the "IHS Global Limited Agreement"). All records of Amendment No. 1 are unsigned. However, Amendment No. 1 was superseded by Amendment No. 2, causing Amendment No. 1 to no longer be in effect. Prior to signing Amendment No. 2, the parties operated as if Amendment No. 1 had been signed by computing and paying royalties based on the pricing specified in Amendment No. 1.

- Data Services Agreement between Petromedia Limited and the Company effective as of July 30, 2014, as amended by Amendment No. 1, effective as of December 4, 2014.
- Shipping Information Agreement between Lloyd's Register-Fairplay Limited, the Company and Neste Shipping Oy, dated as of June 1, 2007.
- AWS Customer Agreement by and between Amazon Web Services, Inc. and the Company (the "AWS Agreement").
- Collocation/Interconnection License between the Company and One Summer Collocation, LLC dated November, 2012. Since the expiration of the terms in November 2015, One Summer Collocation, LLC and the Company have continued an oral contract with substantially the same terms as set forth in the expired agreement.
- The Company has entered into non-exclusive inbound license agreements in the ordinary course of business for commercially available installed software or SaaS products (such as Dropbox and Kimble) that may involve payments of over \$75,000 depending upon usage, renewals, and/or future changes to pricing by the vendor.

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**RECORDED: 11/02/2020**