

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM606405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL RECORDED AT REEL/FRAAME NO.: 6726/0524		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHITEHORSE CAPITAL MANAGEMENT, LLC, AS COLLATERAL AGENT		11/02/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KOESTER ASSOCIATES, INC.		
Street Address:	3101 Seneca Turnpike		
City:	Canastota		
State/Country:	NEW YORK		
Postal Code:	13032		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4829699	KOESTER	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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>			
Email:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	39300-200		
NAME OF SUBMITTER:	Maria Banda		
SIGNATURE:	/Maria Banda/		
DATE SIGNED:	11/02/2020		
Total Attachments: 6			
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TRADEMARK

REEL: 007094 FRAME: 0580

**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of November 2, 2020, is made by Whitehorse Capital Management, LLC, in its capacity as collateral agent (the "Collateral Agent"), in favor of Koester Associates, Inc., a New York corporation, and KISM, LLC, a Michigan limited liability company (collectively, the "Grantors"), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of August 22, 2019 (as amended, modified, restated, amended and restated and/or supplemented from time to time, the "Security Agreement"), by the Grantors and the other parties party thereto in favor of the Collateral Agent, and those certain agreements described on Annex I attached hereto (the "IP Security Agreements" and, collectively with the Security Agreement, the "Security Agreements"), the Grantors granted a security interest (the "Security Interest") in certain collateral in favor of the Collateral Agent, including the IP Collateral (as hereinafter defined); and

WHEREAS, the Collateral Agent now desires to terminate and release the IP Security Agreements and the entirety of its Security Interest in the IP Collateral described on Annex II attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

1. Definitions. The term "IP Collateral", as used herein, shall mean all of the Grantors' right, title and interest in, to and under the Copyrights, Patents and Marks listed on Annex II attached hereto. Capitalized terms not defined herein have the meanings set forth in the Security Agreements, as applicable.

2. Release of Security Interest. The Collateral Agent, without recourse, representation or warranty and at the Grantors' sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of Grantors, and their successors and assigns, its Security Interest in and to the IP Collateral, and the IP Security Agreements and any and all right, title and interest of the Collateral Agent in, to and under the IP Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. The Collateral Agent hereby authorizes the Grantors and their successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, at the sole expense of the Grantors, to evidence and effectuate the release and termination of the Collateral Agent's Security Interest in the IP Collateral.


3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release.

4. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest in Intellectual Property Collateral by its duly authorized officer as of the date first above written.

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Collateral Agent

By: 
Name: Richard Siegel
Title: Authorized Signatory

ANNEX I

Trademark Security Agreement recorded with the United States Patent and Trademark Office on August 22, 2019 at 6726, Frame 0524.

Trademark Security Agreement recorded with the United States Patent and Trademark Office on April 21, 2020 at Reel 6920, Frame 0348.

ANNEX II

See attached.

U.S. Trademarks:

Grantor	Mark	Application/ Registration No.	App/Reg Date
Koester Associates, Inc.	KOESTER and Water Drop Design	4,829,699	Registration Date: Oct 13, 2015
KISM, LLC	KISM	RN: 4642226 SN: 86043000	Registered November 18, 2014
KISM, LLC	KISM KI SYSTEM MASTER and DESIGN	RN: 4642376 SN: 86075678	Registered November 18, 2014
KISM, LLC	KI SYSTEM MASTER	RN: 4642228 SN: 86043022	Registered November 18, 2014