

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORIX GROWTH CAPITAL, LLC		11/03/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	2ND WATCH, INC.		
Street Address:	2310 N. MOLTER ROAD, SUITE 340		
City:	LIBERTY LAKE		
State/Country:	WASHINGTON		
Postal Code:	99019		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4564242	2ND WATCH	
Registration Number:	4564243	2ND WATCH	
Registration Number:	4564244	MAKING THE CLOUD WORK FOR YOUR BUSINESS	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	4044435626		
Email:	tlockley@mcguirewoods.com		
Correspondent Name:	Tequira Lockley - Paralegal		
Address Line 1:	1230 Peachtree Street, N.E., Suite 2100		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	2067493.0035		
NAME OF SUBMITTER:	Tequira Lockley		
SIGNATURE:	//Tequira Lockley//		
DATE SIGNED:	11/23/2020		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of November 3, 2020 ("Release"), is made by **ORIX GROWTH CAPITAL, LLC**, a Delaware limited liability company ("Lender"), in favor of **2ND WATCH, INC.**, a Delaware corporation ("Grantor").

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of October 24, 2018, executed by Lender and Grantor (the "Agreement"), Grantor granted and conveyed to Lender a security interest in the entire right, title and interest of Grantor in and to all of Grantor's Trademarks and Patents;

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Agreement, as applicable.

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

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the entire right, title, and interest of Grantor in and to all of Grantor's Patents listed on Schedule A attached hereto, granted pursuant to the Agreement, and recorded with the USPTO at Reel 047300, Frame 0010 on October 24, 2018;

(b) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the entire right, title, and interest of Grantor in and to all of Grantor's Trademarks listed on Schedule B attached hereto, granted pursuant to the Agreement, and recorded with the USPTO at Reel 6512, Frame 0566 on October 24, 2018; and

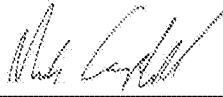
(c) authorizes the recordation of this Release with the USPTO, at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

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IN WITNESS WHEREOF, Lender has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

ORIX GROWTH CAPITAL, LLC

By:  _____

Name: Mark Campbell

Title: Authorized Representative

Address:

280 Park Avenue, 40 West

New York, NY 10017

Attn: General Counsel

(Signature Page to Termination And Release Of Security Interest In Intellectual Property)

SCHEDULE A

PATENTS

Priority To	Application No.	Title	Inventors	Filing Date	Assignee
61/635,778	13/865,952	Cloud Computing Consolidator Billing Systems and Methods	Bliesner	4/18/2013	2nd Watch, Inc.
61/903,274	14/538,555	Cloud Visualization and Management Systems and Methods	Rosenberger	11/11/14	2nd Watch, Inc.
	15/345,874	Cloud Visualization and Management Platform	Bliesner, Connell, and Carver	11/8/16	2nd Watch, Inc.

SCHEDULE B

TRADEMARKS

Title	Class	Date Filed	Application No.	Date Reg.	Reg No.	Status	Docket Item	Next Docket Date
2ND WATCH	042	12/11/13	86/141,025	7/8/14	4,564,242	TRReg	Declaration of Continued Use (Section 8 and 15)	4/8/19
2ND WATCH	042	12/11/13	86/141,034	7/8/14	4,564,243	TRReg	Declaration of Continued Use (Section 8 and 15)	4/8/19
MAKING THE CLOUD WORK FOR YOUR BUSINESS	042	12/11/13	86/141,045	7/8/14	4,564,244	TRReg	Declaration of Continued Use (Section 8 and 15)	4/8/19