

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610644

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|---|---------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WEBSTER BANK, NATIONAL ASSOCIATION | | 11/20/2020 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | PRISMHR, INC. | | |
| Street Address: | 35 Parkwood Drive | | |
| Internal Address: | Suite 200 | | |
| City: | Hopkinton | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 01748 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5583845 | PRISMHR | |
| Registration Number: | 4095752 | HRPYRAMID | |
| Registration Number: | 5065928 | PRISMHR | |
| Serial Number: | 88088465 | TAYLOR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7045032622 | | |
| <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: | 7045032600 | | |
| Email: | msheehan@kslaw.com | | |
| Correspondent Name: | King & Spalding LLP | | |
| Address Line 1: | 300 S. Tryon St., Ste 1700 | | |
| Address Line 2: | Attn: Moira Sheehan | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28202 | | |
| ATTORNEY DOCKET NUMBER: | 06726.015032 | | |
| NAME OF SUBMITTER: | Moira Sheehan | | |
| SIGNATURE: | /Moira Sheehan/ | | |
| DATE SIGNED: | 11/24/2020 | | |

OP \$115.00 5583845

Total Attachments: 3

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement (this “Release”) is made as of November 20, 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 the Grantor. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

W I T N E S S E T H:

WHEREAS, the Grantor and the Agent are parties to that certain (i) Security Agreement, dated as of January 30, 2019 (as amended, restated or otherwise modified through the date hereof, the “Security Agreement”); and (ii) Trademark Security Agreement, dated as of January 30, 2019 (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 “USPTO”) on January 30, 2019 at Reel 6544 and Frame 0954; 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]

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

By:  _____

Name: Jimmy Herter

Title: Vice President

SCHEDULE I
to
RELEASE OF TRADEMARK SECURITY AGREEMENT

| Mark | Owner | Serial No. / Date | Registration No. / Date |
|--|---------------|------------------------|----------------------------|
| TAYLOR | PrismHR, Inc. | 88088465 8/22/2018 | N/A |
| PRISMHR | PrismHR, Inc. | 87608762 09/14/2017 | 5583845 10/16/2018 |
| HRPyramid | PrismHR, Inc. | 85318269 05/11/2011 | 4095752 02/07/2012 |
|  PRISMHR | PrismHR, Inc. | 86869541 01/08/2016 | 5065928 10/18/2016 |