

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		12/01/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	FAIRWARNING IP, LLC		
Also Known As:	FAIRWARNING, INC.		
Street Address:	13535 FEATHER SOUND DRIVE		
City:	CLEARWATER		
State/Country:	FLORIDA		
Postal Code:	33762		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3366695	FAIRWARNING	
Registration Number:	3371855	TRUST BUT VERIFY	
Registration Number:	4578562	FAIRWARNING READY	
Registration Number:	5313927	PATIENT PRIVACY INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	Jeffrey.norgle@kirkland.com		
Correspondent Name:	Jeffrey Norgle		
Address Line 1:	300 NORTH LASALLE		
Address Line 2:	KIRKLAND & ELLIS LLP		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	26352-005		
NAME OF SUBMITTER:	Jeffrey Norgle		
SIGNATURE:	/Jeffrey Norgle/		
DATE SIGNED:	12/01/2020		

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Total Attachments: 4

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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), is dated as of December 1, 2020, and made by **PNC BANK, NATIONAL ASSOCIATION** (the "Grantee") in favor of **FAIRWARNING IP, LLC**, a Florida limited liability company and **FAIRWARNING, LLC** (f/k/a FAIRWARNING, INC.), a Florida limited liability company (collectively and individually the "Grantor"). All defined terms used but not defined herein shall have the meanings ascribed to such terms in the Credit and Security Agreement.

WHEREAS, the Grantors entered into that certain Revolving Credit, Term Loan, Security Agreement And Guaranty with the Grantee and the Lenders with effect as of May 22, 2018 (as amended, supplemented, replaced or restated from time to time, the "Credit and Security Agreement");

WHEREAS, pursuant to the Intellectual Property Security Agreement, dated as of May 22, 2018, made by the Grantor in favor of the Grantee (the "IP Security Agreement"), a security interest was granted by the Grantor to Grantee in the Intellectual Property (as hereinafter defined) to secure payment of the Grantor's Obligations;

WHEREAS, the IP Security Agreement was filed at the US Copyright Office on June 1, 2018 under volume 9953 and document number 744;

WHEREAS, the IP Security Agreement was filed at the US Patent and Trademark Office on May 30, 2018 under reel/frame 045939/0289 and 6338/0271; and

WHEREAS, Grantee now desires to terminate the IP Security Agreement and terminate, release and discharge its security interest in the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. Definitions.

(a) "Copyrights" means all of the Grantor's right, title and interest in and to all copyrights and all copyright registrations and applications made by the Grantor, including, without limitation the United States copyrights listed on Schedule A, together with (i) any and all income, royalties, damages and payments now and therefore due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (ii) the right to sue for past infringement and damages therefor, and (iii) licenses thereunder, all as existing at the date of the IP Security Agreement or thereafter arising or acquired.

(b) "Patents" means all of the Grantor's right, title and interest in and to patents or applications for patents, industrial designs or applications for industrial designs made by the Grantor, including without limitation the United States patents on Schedule A, together with (i) all fees or royalties with respect thereto, (ii) the right to sue for past infringement and damages therefor, and (iii) licenses thereunder, all as existing at the date of the IP Security Agreement or thereafter arising or acquired.

(c) "Trademark" and "Trademarks" means all of the Grantor's right, title and interest in and to trademarks, service marks, collective membership marks, registrations and applications for registration for each made by the Grantor, including, without limitation, the United States marks listed on Schedule A, together with (i) the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as existing at the date of the IP Security Agreement or thereafter arising or acquired.

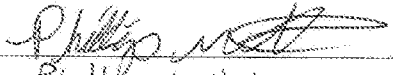
(d) "Intellectual Property" means the (i) Copyrights, Patents and Trademarks, and (ii) as defined in the IP Security Agreement, all other Copyrights, Patents and Trademarks.

2. Release of Security Interest. Grantee hereby terminates the IP Security Agreement and irrevocably terminates, releases and discharges 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, (i) pursuant to the IP Security Agreement or the Credit and Security Agreement, in the collateral covered by the Credit and Security Agreement or IP Security Agreement, including the Intellectual Property listed on Schedule A hereto, and (ii) all other Intellectual Property, and, without representation, recourse or warranty whatsoever, reassigns, transfers and conveys to the Grantor all right, title and interest of Grantee (if any) in (a) the collateral covered by the IP Security Agreement and the Credit and Security Agreement and (b) all other Intellectual Property, and any right, title or interest of the Grantee in such collateral and Intellectual Property shall hereby terminate, cease and become void. Each Grantor (and any successor to such Grantor, including any person or entity hereafter holding any right, title or interest in, to or under the Intellectual Property) is hereby authorized to record this Termination with the United States Patent and Trademark Office or United States Copyright Office, as applicable.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Phillip White
Title: AvP

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

SCHEDULE A

UNITED STATES COPYRIGHTS

Title	Owner	Copyright Registration No.	Registered	Published
The FairWarning Patient Privacy Framework For Breach Detection And Prevention.	FAIRWARNING, LLC (f/k/a FAIRWARNING, INC.)	TX0007306183	6/3/2010	5/4/2010

UNITED STATES PATENTS

File Name	Owner	App No.	Patent/Reg. No.	Date of Grant	File Date
System and Method of Fraud and Misuse Detection Using Event Logs	FAIRWARNING IP, LLC	11/687,864	8578500	11/5/2013	3/19/2007
System and Method of Fraud and Misuse Detection Using Event Logs	FAIRWARNING IP, LLC	14/102,017	9202189	12/1/2015	12/10/2013
User Identity Mapping System and Method of Use	FAIRWARNING IP, LLC	14/244,403	9330134	5/3/2016	4/3/2014
System and Method of Fraud and Misuse Detection Using Event Logs	FAIRWARNING IP, LLC	14/954,470	9916468	3/13/2018	11/30/2015

UNITED STATES TRADEMARKS

Trademark	Owner	Serial No.	Registration No.	Filing Date	Registration Date	App No.
FAIRWARNING	FAIRWARNING IP, LLC	78617294	3366695	4/26/2005	January 8, 2008	78/617294
TRUST BUT VERIFY	FAIRWARNING IP, LLC	77160340	3371855	4/19/2007	January 22, 2008	77/160340
FAIRWARNING READY	FAIRWARNING IP, LLC	85943322	4578562	5/28/2013	August 5, 2014	85/943322
PATIENT PRIVACY INTELLIGENCE	FAIRWARNING IP, LLC	87210286	5313927	10/20/2016	October 17, 2017	87/210286

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