## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM612312

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VCP Capital Markets, LLC			Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Datasift Inc.	
Street Address:	225 Bush Street, Suite 1000	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94104	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 3**

Property Type Number		Word Mark		
Registration Number:	4141802	DATASIFT		
Registration Number:	4919301	PYLON		
Registration Number:	4994955	HUMAN DATA INTELLIGENCE		

### **CORRESPONDENCE DATA**

Fax Number: 2028874288

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: 2028874000

Email: dlee@akingump.com

David C. Lee **Correspondent Name:** Address Line 1: 2001 K Street N.W.

Address Line 2: Akin Gump Strauss Hauer & Feld LLP

Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	David C. Lee
SIGNATURE:	/David C. Lee/
DATE SIGNED:	12/03/2020

**Total Attachments: 4** 

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 2, 2020 ("<u>Release</u>"), is made by VCP Capital Markets, LLC, as Administrative Agent (the "Administrative Agent") in favor of Datasift Inc. (the "Grantor").

WHEREAS, pursuant to that certain Credit Agreement dated as of February 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and that certain Guarantee and Collateral Agreement dated as of February 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") by and among the Grantor and the Administrative Agent, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and agreed as a condition thereof to execute a Trademark Security Agreement for recording with the United States Patent and Trademark Office (the "USPTO");

**WHEREAS**, that certain Trademark Security Agreement, dated as of March 6, 2019, by and between the Grantor and the Administrative Agent (the "<u>Trademark Security Agreement</u>") was recorded with the USPTO on March 6, 2019, at Reel: 006589, Frame: 0164; and

**WHEREAS**, as confirmed through that certain Payoff Letter, dated as of December 2, 2020, all obligations of the Grantor under the Credit Agreement have been satisfied in full and, in connection therewith, the Administrative Agent has released its security interest in the Trademark Collateral (as defined below).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of the Secured Parties, and the Grantor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement, Collateral Agreement or Trademark Security Agreement, as applicable.
- **SECTION 2.** <u>Termination and Release</u>. The Administrative Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, without representation, warranty, or recourse of any kind, hereby:
- (a) unconditionally terminates, cancels, discharges, and releases all of its security interest in and to, and the right to set off against, the registered Trademarks (as defined in the Trademark Security Agreement) and Trademarks for which applications are pending in the USPTO, including, but not limited to, the foregoing listed on Schedule A attached hereto (the "<u>Trademark Collateral</u>"), granted pursuant to the Collateral Agreement or the Trademark Security Agreement, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void. If and to the extent that the Administrative Agent has acquired any right, title or interest in and to the Trademark Collateral, the Administrative Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, without representation or warranty of any kind, hereby unconditionally re-transfers, reconveys, and re-assigns such right, title or interest to the Grantor.
- (b) authorizes the recordation of this Release with the USPTO at Grantor's expense, if the Trademark Security Agreement is recorded with the USPTO.

**SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

**SECTION 4**. <u>Further Assurances</u>. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signatures on following page]

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

VCP CAPITAL MARKETS, LLC

By: Vista Credit Partners, L.P. Its: Senior Managing Member

Title: Authorized Person

# Schedule A

# Registered Trademarks

Company Name	Jurisdiction	<u>Status</u>	Registration No.	Registration Date	Filing Date	Registered Owner	<u>Mark</u>
Datasift Inc.	United States	Registered	4141802	5/15/2012		Datasift Inc.	DATASIFT
Datasift Inc.	United States	Registered	4919301	3/15/2016		Datasift Inc.	PYLON
Datasift Inc.	United States	Registered	4994955	7/5/2016		Datasift Inc.	HUMAN DATA INTELLIGENCE

**RECORDED: 12/03/2020**