OP \$90.00 5241924

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM612765

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (SECOND LIEN)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Golub Capital Markets LLC, as Collateral Agent		11/30/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PITNEY BOWES SOFTWARE INC.	
Street Address:	27 Waterview Drive	
City:	Shelton	
State/Country:	CONNECTICUT	
Postal Code:	06484	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5241924	CONFIRM
Registration Number:	5042079	CONFIRMCONNECT
Registration Number:	5037327	CONFIRMWORKZONE

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1298455 TM Rel 2L
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	12/07/2020

Total Attachments: 5

source=Syncsort - Partial TM Release - Second Lien (Execution)#page4.tif

source=Syncsort - Partial TM Release - Second Lien (Execution)#page5.tif

source=Syncsort - Partial TM Release - Second Lien (Execution)#page6.tif

source=Syncsort - Partial TM Release - Second Lien (Execution)#page7.tif

source=Syncsort - Partial TM Release - Second Lien (Execution)#page8.tif

PARTIAL RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This PARTIAL RELEASE (this "<u>Release</u>"), dated as of November 30, 2020 (the "<u>Effective Date</u>"), is made by Golub Capital Markets LLC, as Collateral Agent (the "<u>Agent</u>"), with respect to the grantor party identified on the signature page hereto (the "<u>Grantor</u>").

WHEREAS, reference is made to (a) the Second Lien Credit Agreement dated as of August 16, 2017 (as amended restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement"), among STARFISH HOLDCO, LLC, a Delaware limited liability company ("Holdings"), VISION SOLUTIONS, INC., a Delaware corporation ("Vision"), SYNCSORT INCORPORATED, a New Jersey corporation ("Syncsort" and, together with Vision, the "Co-Borrowers"), the lenders from time to time party thereto and GOLUB CAPITAL MARKETS LLC, as Administrative Agent and as Collateral Agent and (b) the Second Lien Collateral Agreement dated as of August 16, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Co-Borrowers, the other grantors from time to time party thereto and the Collateral Agent;

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of December 2, 2019 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 20, 2019, at Reel 6822 and Frame 0875;

WHEREAS, pursuant to the Agency, Resignation, Appointment and Assumption Agreement entered into on April 2, 2020 (the "<u>Transfer Agreement</u>"), Bank of America N.A. (as Existing Agent) and the Agent (as Successor Agent) executed an Assignment of Security Interest in Trademarks, dated April 2, 2020, that was recorded with the United States Patent and Trademark Office on April 6, 2020, at Reel 6909 and Frame 0264;

WHEREAS, the Grantor no longer owns the Released Trademarks (as defined below) and the Agent wishes to release and restore all right, title and interest in and to the Released Trademark to the Grantor and to terminate the encumbrance created by the Trademark Security Agreement and the Collateral Agreement in respect of the Released Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Trademark Security Agreement or the Collateral Agreement, as applicable.
- 2. <u>Partial Release</u>. The Agent, without representation or warranty of any kind, hereby disclaims, releases, discharges, terminates and cancels any security interest in and to the trademarks and applications set forth in Schedule 1 attached hereto (the "<u>Released Trademarks</u>") arising from the Collateral Agreement and the recordation of the Trademark Security Agreement and reassigns all right, title and interest it has in the Released Trademarks to the Grantor. For clarity, the Agent's security interest in all Trademark Collateral other than the Released Trademarks shall remain in full force and effect.
- 3. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including,

without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. <u>Governing Law</u>. This Release shall be governed by and construed in accordance with the laws of the State of New York, and shall be binding on the Grantor's and the Agent's representatives, successors, assigns and transferees.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

GOLUB CAPITAL MARKETS LLC, as

Collateral Agent

By:

Name: Robert G. Tuchscherer

Title: Managing Director

GRANTOR:

PITNEY BOWES SOFTWARE INC.

Name: Joseph/D. Rogers Title: Chief Executive Officer

[Signature Page to Partial Release of Security Interest in Specified Trademarks]

Schedule 1

Jurisdiction	Trademark	Reg. No.	Reg. Date	Owner
United States	CONFIRM	5241924	7/11/2017	Pitney Bowes Software Inc.
United States	CONFIRMCON NECT	5042079	9/13/2016	Pitney Bowes Software Inc.
United States	CONFIRMWOR KZONE	5037327	9/6/2016	Pitney Bowes Software Inc.

RECORDED: 12/07/2020