

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617905

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST		12/31/2020	STATUTORY TRUST: DELAWARE
RECEIVING PARTY DATA			
Name:	BIG IP OPCO, LLC		
Street Address:	631 NORTH 400 WEST		
City:	SALT LAKE CITY		
State/Country:	UTAH		
Postal Code:	84103		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5072317	BABE LASH	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	11964.186		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	12/31/2020		
Total Attachments: 3			
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PARTIAL RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of December 31, 2020 (the “Effective Date”), is made by MidCap Financial Trust, in its capacity as collateral agent (the “Collateral Agent”), in favor of BIG IP OPCO, LLC, a Utah limited liability company (the “Grantor”).

WHEREAS, pursuant to that Security Agreement, dated as of November 20, 2018, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Collateral Agent, the Grantor and certain other parties thereto executed and delivered a Trademark Security Agreement, dated as of November 20, 2018 (the “Trademark Security Agreement”), notice of which was recorded with the United States Patent and Trademark Office on November 20, 2018, at Reel/Frame 6486/0554;

WHEREAS, Grantor granted the Collateral Agent, under the terms of the Trademark Security Agreement, a security interest in favor of the Collateral Agent, in all of such Grantor’s right, title and interest in the trademark registration and trademark application set forth on Schedule I attached hereto;

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest solely in the trademark registration listed in Schedule I hereto (the “Released Collateral”) as herein provided;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Released Collateral. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement solely with respect to the Released Collateral.
4. Further Assurances. The Collateral 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.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

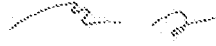
IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

COLLATERAL AGENT:

MIDCAP FINANCIAL TRUST,
as Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:  _____

Name: Maurice Amsellem

Title: Authorized Signatory

Schedule I

Mark	Country	Reg. Date	Reg. No.	Status	Owner
Babe Lash	United States	11/01/2016	5072317	Registered	BIG IP OPCO, LLC

[Signature Page to Trademark Release]