TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM614257

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Trademark Release and Reassignment	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PennantPark Investment Administration, LLC, as administrative agent		12/14/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MailSouth, Inc.		
Street Address:	5901 Highway 52 East		
Internal Address:	Attn: Chief Executive Officer		
City:	Helena		
State/Country:	ALABAMA		
Postal Code:	35080		
Entity Type:	Corporation: ALABAMA		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	2426850	ADVERTISING THAT HITS HOME	
Registration Number:	2117868	MAILSOUTH	
Registration Number:	4325875	MSPARK	

CORRESPONDENCE DATA

Fax Number: 6178568201

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.

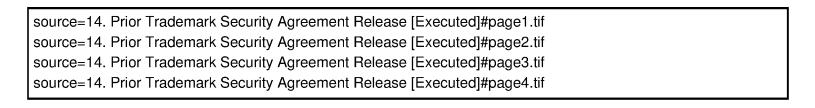
Phone: 6178568200

Email: ip@brownrudnick.com **Correspondent Name:** Brown Rudnick LLP Address Line 1: One Financial Center

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	028228.0024
NAME OF SUBMITTER:	Matthew P. York
SIGNATURE:	/Matthew P. York/
DATE SIGNED:	12/14/2020

Total Attachments: 4



TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 14, 2020, by PennantPark Investment Administration, LLC, as administrative agent for the Lenders (as defined in the Credit Agreement referred to below) (in such capacity, "Secured Party"). Capitalized terms used herein but not defined herein shall have the same meanings assigned to such terms in the Security Agreement and the Guaranty and Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, MailSouth, Inc., an Alabama corporation ("<u>Grantor</u>"), Secured Party, the other Credit Parties party thereto, and the lenders from time to time party thereto are each a party to that certain Amended and Restated Second Lien Credit Agreement, dated as of April 23, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>");

WHEREAS, in connection with the Credit Agreement, Grantor and Secured Party entered into that certain Amended and Restated Guaranty and Security Agreement, dated as of April 23, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement");

WHEREAS, in connection with the Guaranty and Security Agreement, Grantor and Secured Party entered into that certain Amended and Restated Trademark Security Agreement, dated as of April 23, 2018 (the "Security Agreement"), pursuant to which Grantor granted a security interest to Secured Party, for the benefit of the Secured Parties, in the Trademark Collateral (as defined below) as collateral security for the Secured Obligations of the Grantor to the Secured Parties, including the Trademarks (as defined in the Credit Agreement) set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on April 24, 2018, at Reel 6320, Frame 0245; and

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Secured Party hereby terminates the Security Agreement.
- 2. Secured Party hereby terminates, cancels, releases and discharges, all of its security interest in the following Collateral (the "<u>Trademark Collateral</u>"), whether granted pursuant to the Security Agreement, the Guaranty and Security Agreement or any other agreement or document delivered in connection with the Credit Agreement:
 - a. all of Grantor's Trademarks, including, without limitation, the Trademarks referred to on Schedule 1 hereto;
 - b. all renewals and extensions of the foregoing;
 - c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

- d. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- 3. Secured Party hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest (if any) in and to the Trademark Collateral.
- 4. Secured Party agrees, at the expense of Grantor, to cooperate with Grantor and to provide Grantor with any information and additional authorization reasonably required to effect the release of Secured Party's security interests in the Trademark Collateral.
- 5. This Trademark Release and Reassignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

PENNANTPARK INVESTMENT ADMINISTRATION, LLC

Ву: _____

Name: Arthur H. Penn Title: Managing Member

SCHEDULE 1

Trademark Registrations

Mark	Owner	Jurisdictio n	Registration No.	Registration Date
Advertising That Hits	MailSouth, Inc.	USPTO	2426850	February 6, 2001
Home				
MailSouth	MailSouth, Inc.	USPTO	2117868	December 2, 1997
MSPARK	MailSouth, Inc.	USPTO	4325875	April 23, 2013

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RECORDED: 12/14/2020