

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM619921

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Silicon Valley Bank		01/12/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Starcompliance Operating, LLC		
<b>Street Address:</b>	9200 Corporate Boulevard, Suite 440		
<b>City:</b>	Rockville		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20850		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5315422	STARCOMPLIANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	312-862-6371		
<b>Email:</b>	renee.prescan@kirkland.com		
<b>Correspondent Name:</b>	Renee Prescan		
<b>Address Line 1:</b>	300 North LaSalle Street		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	22275-98		
<b>NAME OF SUBMITTER:</b>	Renee M. Prescan		
<b>SIGNATURE:</b>	/Renee M. Prescan/		
<b>DATE SIGNED:</b>	01/12/2021		
<b>Total Attachments: 8</b>			
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## RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of January 12, 2021 (the “Effective Date”), is made by SILICON VALLEY BANK, a California corporation, with a loan production office located at 1000 Wilson Boulevard, Suite 2110, Arlington, Virginia 22209 (the “Bank”), in favor of STARCOMPLIANCE OPERATING, LLC, a Delaware limited liability company with its principal place of business located at 9200 Corporate Boulevard, Suite 440, Rockville, Maryland 20850 (the “Grantor”).

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of August 14, 2017, by and among the Bank and the Grantor (the “Original IP Security Agreement”), as amended and restated and superseded in its entirety by the Amended and Restated Intellectual Property Security Agreement, dated as of November 4, 2019 (the “Amended and Restated IP Security Agreement”), the Grantor granted to the Bank a security interest in and to certain collateral;

WHEREAS, pursuant to the Original IP Security Agreement, the Grantor executed and delivered the Original IP Security Agreement for recordal with the United States Patent and Trademark Office;

WHEREAS, the Original IP Security Agreement was recorded with the United States Patent and Trademark Office on August 14, 2017 at Reel/Frame 6128/0795;

WHEREAS, pursuant to the Amended and Restated IP Security Agreement, the Grantor executed and delivered the Amended and Restated IP Security Agreement for recordal with the United States Patent and Trademark Office;

WHEREAS, the Amended and Restated IP Security Agreement was recorded with the United States Patent and Trademark Office on November 5, 2019 at Reel/Frame 6787/0417;

WHEREAS, the Bank has received from the Grantor payment in full in cash of the entire amount of the Loans (as defined in the Amended and Restated IP Security Agreement), and the Bank has agreed to release, discharge, terminate and cancel all of its security interest in all relevant collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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 Amended and Restated IP Security Agreement.

2. Release of Security Interest. The Bank hereby releases, discharges, terminates and cancels all of its security interests in all of Grantor’s right, title, and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired, or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

If and to the extent that the Bank has acquired any other right, title or interest in and to the Intellectual Property Collateral, the Bank hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Prior Agreements. Grantor and Bank hereby acknowledge that, effective November 4, 2019, the terms and provisions of the Original IP Security Agreement were amended, restated and superseded in their entirety by the terms and provisions of the Amended and Restated IP Security Agreement. Grantor and Bank hereby agree that, as of the Effective Date, the Original IP Security Agreement and the Amended and Restated IP Security Agreement are terminated.

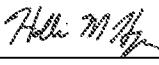
4. Further Assurances. The Bank agrees to take all further actions, and provide to the Grantor and their successors, assigns and other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by the Grantor, at the Grantor's cost, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the

IN WITNESS WHEREOF, the parties have caused this Release to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**STARCOMPLIANCE OPERATING, LLC,**  
as a Grantor

By: 

Title: Authorized Signatory

United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, the parties have caused this Release to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**


**STARCOMPLIANCE OPERATING, LLC,**  
as a Grantor

By: \_\_\_\_\_

Title: \_\_\_\_\_

**BANK:**

**SILICON VALLEY BANK**

By:  \_\_\_\_\_

Title: Director \_\_\_\_\_

**EXHIBIT A**

Copyrights

None.

**EXHIBIT B**

Patents

None.



**EXHIBIT C**

Trademarks

Trademark	Appln Date	Appln No.	Reg. Date	Reg. No.	Owner
STARCOMPLIANCE	21-Feb-2017	87/343180	24-Oct-2017	5,315,422	StarCompliance Operating, LLC

**EXHIBIT D**

Mask Works

None.