# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM622635

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WEBSTER BANK, NATIONAL ASSOCIATION		01/22/2021	National Banking Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	CITS, LLC
Street Address:	661 PLEASANT STREET
Internal Address:	SUITE 200
City:	NORWOOD
State/Country:	MASSACHUSETTS
Postal Code:	02062
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4162573	CORPORATE [IT] SOLUTIONS

# **CORRESPONDENCE DATA**

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com **Correspondent Name:** King & Spalding LLP 300 S. Tryon St., Ste 1700 Address Line 1:

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	BER: 06726.015039 - CITS	
NAME OF SUBMITTER:	Moira Sheehan	
SIGNATURE:	/Moira Sheehan/	
DATE SIGNED:	01/27/2021	

## **Total Attachments: 3**

source=Webster - Thrive - Trademark Release (CITS, LLC) [Executed]#page1.tif source=Webster - Thrive - Trademark Release (CITS, LLC) [Executed]#page2.tif

> **TRADEMARK** REEL: 007171 FRAME: 0200

900593467

source=Webster - Thrive - Trademark Release (CITS, LLC) [Executed]#page3.tif

TRADEMARK
REEL: 007171 FRAME: 0201

#### RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement (this "Release") is made as of January 22, 2021, by WEBSTER BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders under the Security Agreement referred to below (the "Agent") for the benefit of CITS, LLC, a Delaware limited liability company (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

## WITNESSETH:

WHEREAS, the Grantor and the Agent are parties to that certain (i) Guaranty and Security Agreement, dated as of October 2, 2017 (as amended, restated or otherwise modified through the date hereof, the "Security Agreement"); and (ii) Trademark Security Agreement, dated as of October 2, 2017 (as amended, restated or otherwise modified through the date hereof, the "Trademark Security Agreement"), pursuant to which the Grantor has granted to the Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks set forth on Schedule I hereto;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the "<u>USPTO</u>") on October 2, 2017 at Reel 6168 and Frame 0802; and

WHEREAS, Grantor has requested that the Agent release, and the Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral.

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

- 1. The Agent does hereby (x) terminate, release and discharge the entirety of any and all liens or security interests that it may have in or to the Trademark Collateral, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement or Trademark Security Agreement in or to the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby terminate, cease and become void and (y) terminate and cancel the Trademark Security Agreement. The Agent hereby assigns, transfers and conveys any and all right, title or interest of the Agent in the Trademark Collateral to the Grantor.
- 2. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- 3. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

TRADEMARK
REEL: 007171 FRAME: 0202

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Agreement to be executed and delivered as of the date first written above.

WEBSTER BANK, NATIONAL ASSOCIATION

as Agent

By: Mattlew Oranges

Name: Matthew R. Oranges

Title: Authorized Signatory

# **SCHEDULE I**

to

# RELEASE OD TRADEMARK SECURITY AGREEMENT

TRADEMARK	OWNER	SERIAL NO. /	REG. NO. /
		DATE	DATE
CORPORATE [IT] SOLUTIONS	CITS LLC	85347765 /	4162573 /
		06/16/2011	06/19/2012

TRADEMARK
REEL: 007171 FRAME: 0204

**RECORDED: 01/27/2021**