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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM618276

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WEBSTER BANK, NATIONAL ASSOCIATION		12/31/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	SILVERCLOUD, LLC	
Street Address:	3 Jewell CT	
City: Portsmouth		
State/Country:	NEW HAMPSHIRE	
Postal Code:	03801	
Entity Type: Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	5987725	SILVERCLOUD	

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: 2123186532

Email: alanagramer@paulhastings.com

Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue
Address Line 2: c/o Paul Hastings LLP

Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer	
SIGNATURE:	/s/ Alana Gramer	
DATE SIGNED:	01/04/2021	

Total Attachments: 4

source=Wells - TimeTrade - Trademark Release (Webster Bank)#page1.tif source=Wells - TimeTrade - Trademark Release (Webster Bank)#page2.tif source=Wells - TimeTrade - Trademark Release (Webster Bank)#page3.tif source=Wells - TimeTrade - Trademark Release (Webster Bank)#page4.tif

TRADEMARK REEL: 007175 FRAME: 0153

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is given as of December 31, 2020, by WEBSTER BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Credit Agreement referred to below), in favor of SILVERCLOUD, LLC, a Delaware limited liability company (the "Grantor").

WITNESSETH

WHEREAS, the Grantor has entered into that certain Credit Agreement, dated as of October 15, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified to date, the "Credit Agreement"), by and among the Grantor, the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto as lenders (the "Lenders") and the Agent, as administrative agent for the Lenders;

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Grantor has entered into that certain Guaranty and Collateral Agreement, dated as of October 15, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Grantor and the other grantors party thereto, in favor of the Agent. Capitalized terms used herein without definition shall have the meaning given to them in the Credit Agreement or the Security Agreement, as applicable;

WHEREAS, under the terms of the Security Agreement, the Grantor granted to the Agent, as security, a Lien on, and interest in the Grantor's Trademark Collateral (as defined in the Trademark Security Agreement defined below), including, without limitation, the Grantor's respective Trademarks listed on <u>Schedule 1</u> attached hereto, pursuant to that certain Trademark Security Agreement, dated as of October 15, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>"), by the Grantor in favor of the Agent;

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office ("<u>USPTO</u>") on October 15, 2020 on Reel: 7077, Frame: 0701;

WHEREAS, the Grantor has requested that the Agent release its security interest in the Trademark Collateral; and

WHEREAS, the Grantor and the Agent desire that the Agent terminate and release its Lien on, and any and all security interest the Agent may hold in, the Trademark Collateral.

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

The Agent hereby, on behalf of itself, the Lenders, the L/C Issuers and the other Secured Parties, without recourse, representation, warranty or other assurance of any kind by Agent (express or implied) as to Agent's rights in any Trademark Collateral or the condition or value of

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any Trademark Collateral, terminates, discharges and releases its continuing security interest and Lien in all right, title and interest in the Trademark Collateral, including, without limitation and for clarity, the Trademarks listed on <u>Schedule 1</u> and all goodwill associated with the foregoing, and assigns any and all right, title or interest that it may have therein to the Grantor.

The Agent hereby authorizes the Grantor, any of the Grantor's authorized representatives, or any new lender to the Loan Parties to (i) record this Release with the United States Patent and Trademark Office and (ii) file UCC Financing Statement terminations with the applicable filing office in order to order to memorialize the release of any Lien on, or security interest in, the Trademark Collateral, pursuant to the Security Agreement.

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents, filings, agreements and certificates and to do such other acts, in each case at the Grantor's expense, as reasonably requested by the Grantor and as may be reasonably necessary to effect the release of the security Lien on, and interest in, the Trademark Collateral as contemplated hereby.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

Delivery of an executed counterpart of this Release by facsimile or other electronic transmission (i.e. "pdf") shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned has caused this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered as of the date first above written.

Very truly yours,

WEBSTER BANK, NATIONAL ASSOCIATION, as Agent

Name: Dan Ponzio

Title: Director

[Signature Page to Termination and Release of Security Interest in Trademarks]

Schedule 1 to Termination and Release of Security Interest in Trademarks

1. REGISTERED TRADEMARKS

Trademark	Serial Number / Filing Date	Registration Number / Registration Date	Owner
SILVERCLOUD	88260628	5987725	SilverCloud,
			LLC
Word Mark:	01/14/2019	02/18/2020	
SILVERCLOUD			

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

RECORDED: 01/04/2021

None.

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