

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Societe Generale, Agent		01/28/2021	Bank: France:
RECEIVING PARTY DATA			
Name:	Aperio Group, LLC		
Street Address:	3 Harbor Drive, Suite 204		
City:	Sausalito		
State/Country:	CALIFORNIA		
Postal Code:	94965		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88119745	APERIO	
CORRESPONDENCE DATA			
Fax Number:	2127158100		
<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:	2127159100		
Email:	dtorniali@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	061439-00238 (JJhe)		
NAME OF SUBMITTER:	Diane Torniali		
SIGNATURE:	/Diane Torniali/		
DATE SIGNED:	02/01/2021		
Total Attachments: 6			
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TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Termination and Release"), dated as of January 28, 2021, from Société Générale, in its capacity as administrative agent and collateral agent (the "Agent") for the lenders that are parties to that certain Credit Agreement, dated as of November 14, 2018, (as amended as of December 12, 2018, and as further amended, restated, supplemented or otherwise modified from time to time), among Aperio Holdings, LLC, a Delaware limited liability company ("HoldCo"), Aperio Group, LLC, a California limited liability company (the "Borrower"), the Agent, as administrative agent and collateral agent and the other parties thereto, to each of the Grantors listed on Schedule A hereto (together, the "Grantors" and each, a "Grantor"). Capitalized terms used herein without definition are used as defined in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of November 14, 2018, as amended, supplemented or otherwise modified from time to time (the "Security Agreement"), by and among HoldCo, each additional grantor party thereto and Agent, each Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in certain Collateral, including all of such Grantor's Trademarks and the Proceeds and products of such Trademarks (such Trademarks, Proceeds and products of each Grantor, collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor;

WHEREAS, in connection with the Security Agreement, each Grantor and the Agent entered into the Trademark Security Agreement listed on Schedule B hereto, which was recorded in the United States Patent and Trademark Office on the date and at the Reel/Frame specified in Schedule B hereto; and

WHEREAS, the Grantors request that the Agent terminate and release its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Termination and Release of Security Interest. The Agent hereby, without representation, warranty or recourse of any kind, (a) terminates, releases and discharges its Security Interest in the Trademark Collateral (including, without limitation, those items listed on Schedule C hereto) and (b) assigns, transfers and conveys all right, title or interest it may have in, to and under such Trademark Collateral, together with the goodwill associated therewith, to the applicable Grantor.

2. Further Assurances. The Agent agrees to duly execute and deliver to each Grantor all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions as a Grantor may reasonably request in writing, all at such Grantor's sole cost and expense, for the purpose of obtaining the release of the Security Interest contemplated under this Termination and Release.

3. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SOCIÉTÉ GÉNÉRALE,
as the Agent



By: _____

Name: **Adrienne Cohen**

Title:
Director

SCHEDULE A

GRANTORS

1. Aperio Group, LLC

SCHEDULE B

**NOTICES AND CONFIRMATIONS OF GRANT OF SECURITY INTEREST IN
TRADEMARKS**

<u>Notice and Confirmation Details</u>	<u>Reel/Frame</u>	<u>Recordation Date</u>
1. Trademark Security Agreement, dated as of November 14, 2018 by and between Aperio Group, LLC and Agent.	6537/0362	11/14/2018

SCHEDULE C

TRADEMARKS

Trademark Applications

Mark	Source/Status	App. Date/ No. Reg. Date/No.	Applicant
APERIO	USPTO Registered	App 17-SEPT-2018 App 88119745	APERIO GROUP, LLC