

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JEFFRIES FINANCE LLC		02/12/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SPARTA SYSTEMS, INC.		
Street Address:	2000 WATERVIEW DRIVE, SUITE 300		
City:	HAMILTON		
State/Country:	NEW JERSEY		
Postal Code:	08691		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87345708	123COMPLIANCE	
Registration Number:	3930433	SPARTA SYSTEMS	
Registration Number:	4600186	STRATAS	
Registration Number:	2117303	TRACKWISE	
Registration Number:	3884858	TRACKWISE	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	MAEVE WILSON		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	40203/7)		
NAME OF SUBMITTER:	MAEVE WILSON		
SIGNATURE:	/MAEVE WILSON/		
DATE SIGNED:	02/12/2021		

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Total Attachments: 4

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RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT

This RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Release”) is made and effective as of February 12, 2021 by JEFFRIES FINANCE LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities, the “Administrative Agent”) in favor of the Grantor, Sparta Systems, Inc., a New Jersey corporation.

WHEREAS, the Grantor entered into the First Lien Trademark Security Agreement, dated as of August 21, 2017 (the “Trademark Security Agreement”), in connection with that certain First Lien Security Agreement, dated as of August 21, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”) by and among the Grantor, the other grantors party thereto and the Administrative Agent;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on August 22, 2017 on Trademark Reel/Frame 6135/0405; and

WHEREAS, pursuant to the Security Agreement, the Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor, granted and pledged to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in and to the Trademark Collateral as defined in the Trademark Security Agreement.

WHEREAS, the Administrative Agent now wishes to release its security interest in the Trademark Collateral.

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

1. Unless otherwise defined herein, any capitalized term used herein shall have the meaning given to it in the Security Agreement or the Trademark Security Agreement, as applicable.
2. The Administrative Agent hereby releases, without representation, warranty or recourse of any kind, its security interest in and to the Trademark Collateral, including, but not limited to, the Trademarks listed on Schedule A.
3. The Administrative Agent hereby authorizes the Commissioner for Trademarks of the USPTO, and any other applicable government officer, to record this Trademark Release.
4. This Trademark Release may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Release by facsimile or other electronic imaging means (e.g. “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Trademark Release.
5. THIS TRADEMARK RELEASE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Trademark Release to be duly executed by its officer thereunto duly authorized as of February 12, 2021.

JEFFRIES FINANCE LLC, as Administrative Agent and Collateral Agent

By: 
Name: Paul Chisholm
Title: Managing Director

Schedule A
Trademarks

Trademark	Registration No.	Registration Date	Registered Owner
I23COMPLIANCE	87345708	2/22/2017	Sparta Systems, Inc.
SPARTA SYSTEMS	3930433	3/15/11	Sparta Systems, Inc.
STRATAS	4600186	9/09/2014	Sparta Systems, Inc.
TRACKWISE	2117303	12/2/1997	Sparta Systems, Inc.
TRACKWISE	3884858	12/7/2010	Sparta Systems, Inc.