

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital, LP, as successor administrative agent		02/19/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	OneTouchPoint Corp.		
Street Address:	1225 Walnut Ridge Drive		
City:	Hartland		
State/Country:	WISCONSIN		
Postal Code:	53029		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4493957	U.CONNECT	
Registration Number:	4420607	ONETOUCHPOINT	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	DECHERT LLP		
Address Line 1:	THREE BRYANT PARK		
Address Line 2:	1095 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	178359		
NAME OF SUBMITTER:	Thomas A. Rayski		
SIGNATURE:	/Thomas A. Rayski/		
DATE SIGNED:	02/22/2021		
Total Attachments: 4			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 19, 2021 (“Release”), is made by Antares Capital, LP, a Delaware limited partnership, as successor administrative agent (“Agent”) to General Electric Capital Corporation, a Delaware corporation, as the prior administrative agent (“Prior Agent”), in favor of OneTouchPoint Corp., a Delaware Corporation (“Grantor”).

WHEREAS, pursuant to that certain Guaranty and Security Agreement dated as of September 4, 2014 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantor, Prior Agent, and others party thereto and the Trademark Security Agreement dated as of September 4, 2014 (“Trademark Security Agreement”) by and among the Grantor and Prior Agent, Grantor mortgaged, pledged, and hypothecated to Prior Agent for the benefit of the Secured Parties, and granted to the Prior Agent for the benefit of the Secured Parties, a Lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on September 5, 2014 at Reel 5357 Frame 0402;

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement, as applicable.

SECTION 2. Termination and Release. Agent, on behalf of the Secured Parties, hereby:

(a) terminates the Trademark Security Agreement;

(b) terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and Lien on and security interest in the right, title, and interest in, to, and under the following (collectively, the “Trademark Collateral”):

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

(c) reassigns, grants and conveys to Grantor any and all of Agent's right, title and interest in and to the Trademark Collateral;

(d) represents and warrants that it has full authority to execute and deliver this Release; and

(e) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Further Assurances. Agent, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Agent will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

ANTARES CAPITAL, LP, as Agent

By: 

Name: Matt McLure

Its: Duly Authorized Signatory

Schedule A

OneTouchPoint Corp.

U.S. Trademarks Subject to Security Interest
Recorded September 5, 2014 at Reel 5357 Frame 0402

Trademark Registrations

Mark	Reg. No.	Reg. Date
U.CONNECT	4493957	March 11, 2014
ONETOUCHPOINT	4420607	October 22, 2013