

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM631151

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		03/03/2021	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PRGTS, LLC		
<b>Street Address:</b>	600 Galleria Parkway		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5439396	PRGX OPTIX	
<b>Registration Number:</b>	5152239	THRIVE IN THE DATA	
<b>Registration Number:</b>	3980876	PRGX	
<b>Registration Number:</b>	3894937	PRGX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8587208900		
<b>Email:</b>	DOCKETING@SHEPPARDMULLIN.COM		
<b>Correspondent Name:</b>	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, 4TH FLOOR		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>NAME OF SUBMITTER:</b>	Daniel N. Yannuzzi		
<b>SIGNATURE:</b>	/Daniel N. Yannuzzi/		
<b>DATE SIGNED:</b>	03/10/2021		
<b>Total Attachments: 3</b>			
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 3, 2021 (“Release”), is made by Bank of America, N.A., as Administrative Agent (“Administrative Agent”) in favor of PRGTS, LLC, a Georgia limited liability company (“Grantor”).

**WHEREAS**, pursuant to that certain Security and Pledge Agreement dated as of March 14, 2019 (as amended, modified, extended or restated from time to time, the “Security Agreement”) by and among the Grantor, Administrative Agent, and others party thereto, Grantor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations (“Secured Parties”), a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to all Trademarks, including the trademark registrations and trademark applications listed on Schedule A attached hereto (collectively, “Trademark Collateral”); and

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on March 14, 2019 at Reel 6591 Frame 0489 (“Notice”).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and the right to set off against, any and all right, title and interest of Grantor in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, the Administrative 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.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By:  \_\_\_\_\_

Name: Tiffany Lin

Title: Assistant Vice President

**Schedule A**

**PRGTS, LLC  
(Georgia Limited Liability Company)**

**U.S. Trademarks Subject to Security Interest  
Granted by PRGTS, LLC  
In Favor of Bank of America, N.A., as Administrative Agent  
Recorded March 14, 2019 at Reel 6591 Frame 0489**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
PRGX OPTIX	5439396	04/03/18
THRIVE IN THE DATA	5152239	02/28/17
PRGX and Design	3980876	06/21/11
PRGX	3894937	12/21/10