# OP \$140.00 268155

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM631319

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP		06/02/2017	Limited Partnership:

#### **RECEIVING PARTY DATA**

Name:	Direct Marketing Excellence, LLC		
Street Address:	8955 E Nichols Ave		
Internal Address:	Suite 200		
City:	Centennial		
State/Country:	CALIFORNIA		
Postal Code:	80112		
Entity Type:	Limited Liability Company: COLORADO		

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2681552	CLICKQUERY
Registration Number:	2638232	DATABERT
Registration Number:	2605293	DMX DIRECT
Registration Number:	2613122	DMX DIRECT
Registration Number:	4551143	DMXENGAGE

#### **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:** 3122014000

**Email:** danielle.johnson@goldbergkohn.com

Correspondent Name: Danielle Johnson
Address Line 1: 55 E. Monroe Street

Address Line 2: Suite 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	8095.003
NAME OF SUBMITTER:	Danielle K. Johnson
SIGNATURE:	/dkj/
DATE SIGNED:	03/11/2021

# **Total Attachments: 4** source=Release of Security Interest#page1.tif source=Release of Security Interest#page2.tif source=Release of Security Interest#page3.tif

source=Release of Security Interest#page4.tif

# PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release"), dated as of June 2, 2017, is made by ANTARES CAPITAL LP, as successor in interest to General Electric Capital Corporation, as administrative agent (the "Agent"), in favor of Direct Marketing Excellence, LLC, a Colorado corporation (the "Grantor").

WHEREAS, the Grantor entered into that certain Credit Agreement, dated as of May 29, 2013 (the "Credit Agreement"), Guaranty and Security Agreement, dated as of May 29, 2013, and Trademark Security Agreement dated as of August 19, 2014 (the "Trademark Security Agreement"), which Trademark Security Agreement was recorded on August 19, 2014 in the United States Patent and Trademark Office at Reel 5347, Frame 0636, pursuant to which the Grantor granted to the Agent, a security interest in and lien on all right, title and interest of the Grantor in certain Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademark Collateral set forth on Schedule A attached hereto, to secure the performance of certain obligations; and

WHEREAS, the Grantor has requested that Agent release, and Agent has consented to release, its security interest in the Trademark (as defined in the Credit Agreement) registrations and applications for such registrations set forth on Schedule A attached hereto (together with (i) all renewals and extensions of the foregoing, (ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and (iii) all income, royalties, proceeds and Liabilities (as defined in the Credit Agreement) 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) (all of the foregoing, collectively, the "Released IP").

**NOW, THEREFORE**, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. Agent does hereby, without representation, warranty or recourse, fully release, terminate, relinquish and discharge its security interest in, to and under the Released IP. For the avoidance of doubt, Agent does hereby expressly reserve and retain all of its right, title, interest and liens under the Trademark Security Agreement in all Trademark Collateral not constituting the Released IP.
- 2. Agent agrees, at the sole cost and expense of the Grantor, to perform all necessary acts to effect the release and termination of its security interest and lien in the Released IP, including, but not limited to, the recording, filing and entering into of any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have executed this Partial Release of Security Interest in Trademark Collateral as of the date first above written.

ANTARES CAPITAL LP, as Agent  Steve Rubinstein
By:
Name: Steve Rubinstein
Title: Duly Authorized Signatory
DIRECT MARKETING EXCELLENCE, LLC, as Grantor
By:
Name: Richard Gross
Title: Chief Financial Officer

**IN WITNESS WHEREOF**, the parties have executed this Partial Release of Security Interest in Trademark Collateral as of the date first above written.

#### ANTARES CAPITAL LP, as Agent

ву:	
Name:	
Title:	Duly Authorized Signatory

DIRECT MARKETING EXCELLENCE, LLC, as

Grantor

Name: Rich Gross

Title:

**REEL: 007218 FRAME: 0647** 

## Schedule A Released IP

Mark	Record Owner	Legal/Benefici al Owner	App. Date	App. No.	Reg. Date	Reg. No.	Jurisdiction
CLICKQUERY	Direct Marketing Excellence, Inc. DBA DMX Direct Inc.	Direct Marketing Excellence, LLC	11/01/99	75/836,704	01/28/03	2,681,552	United States
DATABERT	Direct Marketing Excellence, Inc. DBA DMX Direct Inc.	Direct Marketing Excellence, LLC	07/25/00	76/095,076	10/22/02	2,638,232	United States
DMX DIRECT	Direct Marketing Excellence, Inc. DBA DMX Direct Inc.	Direct Marketing Excellence, LLC	10/28/99	75/832,721	08/06/02	2,605,293	United States
DMX DIRECT	Direct Marketing Excellence, Inc.	Direct Marketing Excellence, LLC	10/28/99	75/832,722	08/27/02	2,613,122	United States
DMXENGAGE	Direct Marketing Excellence, Inc. DBA DMX Direct Inc.	Direct Marketing Excellence, LLC	10/22/13	86/098,250	06/17/14	4,551,143	United States

US-DOCS\87321166.2

**RECORDED: 03/11/2021**