

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Abacus Finance Group, LLC		03/12/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Mimsware, LLC		
Street Address:	315 W. Ponce De Leon		
City:	Decatur		
State/Country:	GEORGIA		
Postal Code:	30030		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3682484	SOPHICITY	
Registration Number:	3682540	SOPHICITY	
Registration Number:	3682485	WE PUT THE IT IN CITY	
Registration Number:	5034768	IT IN A BOX	
Registration Number:	5051513	IT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	330 N Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	059011-0004		
NAME OF SUBMITTER:	Heather Poitras		
SIGNATURE:	/hp/		
DATE SIGNED:	03/12/2021		

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Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”) dated as of March 12, 2021, from Abacus Finance Group, LLC, in its capacity as administrative agent for the Lenders (the “Agent”), in favor of Mimsware, LLC (d/b/a – Sophicity), a Georgia limited liability company (the “Grantor”).

WITNESSETH:

WHEREAS, in connection with the Trademark Security Agreement, dated as of June 30, 2020 (as amended, supplemented or otherwise modified prior to the date hereof, the “Trademark Security Agreement”), the Grantor granted the Agent a security interest in all of its right, title and interest in, and under the Trademark Collateral (as defined in the Trademark Security Agreement) (all capitalized terms used herein, but not otherwise defined herein, shall have the meanings set forth or referenced in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office (the “USPTO”) on July 1, 2020 at Reel 6986, Frame 0978; and

WHEREAS, the Agent now wishes to release its liens on, and security interests in, the Trademark Collateral, including, without limitation, the trademarks as set forth on Schedule A attached hereto.

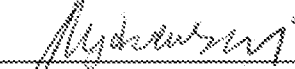
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Agent hereby states as follows:

1. Release of Security Interest. The Agent hereby terminates the Trademark Security Agreement and terminates, releases and discharges all of its security interest in the Trademark Collateral, including any associated goodwill or common law rights, and reassigns any and all right, title and interest that it may have in or to the Trademark Collateral to the Grantor.
2. Recordation. The Grantor or its authorized agent is authorized to record this Agreement with the USPTO.
3. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be construed in accordance with and governed by the laws of the State of New York.
4. Further Assurances. The Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by Grantor, and at Grantor’s cost and expense, to more fully and effectively effectuate the release of liens contemplated hereby.



(Signature page follows)

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

ABACUS FINANCE GROUP, LLC,
as Agent

By: 
Name: Rafal Rydzewski
Title: Vice President

SCHEDULE A

GRANTOR	TITLE	STATUS	REG. NO.	REG. DATE
Mimsware Corporation	SOPHICITY	Renewed	3,682,484	9/15/2009
Mimsware Corporation		Renewed	3,682,540	9/15/2009
Mimsware Corporation	WE PUT THE IT IN CITY	Renewed	3,682,485	9/15/2009
Mimsware Corporation	IT IN A BOX	Registered	5,034,768	9/6/2016
Mimsware Corporation		Registered	5,051,513	9/27/2016