# 4743071

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM631677

**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: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Cognito, LLC		
Street Address:	1301 Gervais Street, Suite 1800		
City:	Columbia		
State/Country:	SOUTH CAROLINA		
Postal Code:	29201		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4743071	COGNITO FORMS
Registration Number:	4782622	COGNITO
Registration Number:	4795884	COGNITO APPS

### **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: 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		

**Total Attachments: 3** 

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**TRADEMARK** REEL: 007220 FRAME: 0154 source=02a. Abacus-VC3 - 2021 - Trademark Release (Cognito) (EXECUTED)#page2.tif source=02a. Abacus-VC3 - 2021 - Trademark Release (Cognito) (EXECUTED)#page3.tif

TRADEMARK REEL: 007220 FRAME: 0155

# 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 VC3, Inc., a Delaware corporation (the "Grantor").

### WITNESSETH:

WHEREAS, in connection with the Trademark Security Agreement, dated as of February 17, 2016 (as amended, supplemented or otherwise modified prior to the date hereof, the "<u>Trademark Security Agreement</u>"), the Grantor granted the Agent a security interest in all of its right, title and interest in, to 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 "<u>USPTO</u>") on February 17, 2016 at Reel 5752, Frame 0203; 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. <u>Release of Security Interest</u>. 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. <u>Recordation</u>. The Grantor or its authorized agent is authorized to record this Agreement with the USPTO.
- 3. <u>Governing Law.</u> 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. <u>Further Assurances</u>. 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)

TRADEMARK
REEL: 007220 FRAME: 0156

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: Mane:Rafal Rydzewski

Title: Vice President

[Signature Page to Trademark Security Release (Abacus/VC3 - VC3)]

TRADEMARK REEL: 007220 FRAME: 0157

# SCHEDULE A

GRANTOR	TITLE	STATUS	REGISTRATION NO.	REGISTRATION DATE
VC3, INC.	VC3	Registered	2467636	July 10, 2001
Cognito, LLC	COGNITO FORMS	Registered	4743071	May 26, 2015
Cognito, LLC	COGNITO	Registered	4782622	July 28, 2015
Cognito, LLC	COGNITO APPS	Registered	4795884	August 18, 2015

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**RECORDED: 03/12/2021** 

<sup>\*</sup>Cognito, LLC, a South Carolina limited liability company