

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release and Reassignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		03/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Himage Solutions, Inc.		
Street Address:	1001 E. Palm Avenue		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33605		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5031262	HIMAGINE SOLUTIONS	
Registration Number:	5031268	HIMAGINE SOLUTIONS	
Registration Number:	4817050	HIMAGINE SOLUTIONS	
Registration Number:	4817052	HIMAGINE SOLUTIONS	
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:	202-370-4750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1339432 RF 5821_0538		
NAME OF SUBMITTER:	Dana K. Roland		
SIGNATURE:	/Dana K. Roland/		
DATE SIGNED:	03/12/2021		
Total Attachments: 3			

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 10, 2021, by MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (“Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, HIMAGINE SOLUTIONS, INC., a Florida corporation (“Grantor”), and Agent are parties to that certain Trademark Security Agreement, dated as of June 24, 2016 (the “Security Agreement”), pursuant to which the Grantor granted a security interest to Agent for its benefit and the ratable benefit of the Lenders in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on June 24, 2016, at Reel 5821, Frame 0538;

WHEREAS, Grantor has requested that Agent, for itself and on behalf of the Lenders, release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent, on behalf of itself and the Lenders, their successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has in any and all right, title and interest that it may have, in, to and under the following (collectively the “Trademark Collateral”):

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

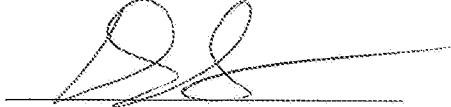
2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. Agent agrees, at the Grantor’s expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Trademark Release and Reassignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MADISON CAPITAL FUNDING LLC

By: 
Name: DOMINIC STARTO
Title: VICE PRESIDENT

SCHEDULE 1

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
HIMAGINE SOLUTIONS	86880688	1/20/16	5031262	8/30/16	Registered	HIMAGINE SOLUTIONS, INC.
HIMAGINE SOLUTIONS	86880705	1/20/16	5031268	8/30/16	Registered	HIMAGINE SOLUTIONS, INC.
HIMAGINE SOLUTIONS	86514405	1/26/15	4817050	9/22/15	Registered	HIMAGINE SOLUTIONS, INC.
HIMAGINE SOLUTIONS	86514433	1/26/15	4817052	9/22/15	Registered	HIMAGINE SOLUTIONS, INC.