

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		04/01/2021	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Eliza Corporation		
Street Address:	5615 High Point Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75038		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2845364	A HEALTHY DISCUSSION	
Registration Number:	3128298	ELIZA	
Registration Number:	3125723	ELIZA	
Registration Number:	3049377	ELIZA	
Registration Number:	4178375	THE UNMENTIONABLES	
Registration Number:	4179435	EEI	
Registration Number:	4179439	ELIZA ENGAGEMENT INDEX (EEI)	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	04/02/2021		

OP \$190.00 2845364

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of April 1, 2021 (the “Effective Date”), is made by Citibank, N.A., in its capacity as Collateral Agent (the “Collateral Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of December 16, 2011, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of May 17, 2017 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office; and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 19, 2017 at Reel/Frame 6064/0342.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, relinquishes, discharges, terminates and cancels all of its lien on and security interest in and to the Pledged Collateral, including the trademark registrations set forth on Schedule I attached hereto, all Goodwill associated with such trademarks, and all Proceeds of any and all of the foregoing, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Pledged Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.


4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

6. Counterparts. This Release may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**CITIBANK, N.A., acting in its capacity as
collateral agent for the Secured Parties**

By:  _____

Name: Stanislav Andreev

Title: Vice President

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

CITIBANK, N.A., acting in its capacity as collateral agent for the Secured Parties

By: _____

Name: _____

Title: _____

GRANTOR:

ELIZA CORPORATION

By:  _____

Name: Jeffrey S. Sherman

Title: Executive Vice President, Chief Financial Officer and Treasurer

[Signature Page to Trademark Release]

**TRADEMARK
REEL: 007243 FRAME: 0770**

Schedule I

Release of Trademark Security Agreement recorded May 19, 2017 at Reel/Frame 6064/0342

Registrations:

Trademark Name	Owner	Filing Date	Serial Number	Registration Number
A HEALTHY DISCUSSION	Eliza Corporation	January 5, 2001	76/190108	2845364
ELIZA	Eliza Corporation	November 26, 2001	76/341804	3128298
ELIZA AND DESIGN	Eliza Corporation	July 23, 2004	78/455771	3125723
ELIZA (AND DESIGN)	Eliza Corporation	July 23, 2004	78/455822	3049377
THE UNMENTIONABLES	Eliza Corporation	October 19, 2011	85/450750	4178375
EEI	Eliza Corporation	December 22, 2011	85/502001	4179435
ELIZA ENGAGEMENT INDEX (EEI) IC 35	Eliza Corporation	December 22, 2011	85/502600	4179439