

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC, as Agent		04/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MARKETLY LLC		
Street Address:	6060 N Central Expressway		
Internal Address:	Suite 344		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4808329	MARKETLY	
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:	4045723401		
Email:	ssheesley@kslaw.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Steven Sheesley		
SIGNATURE:	//Steven Sheesley//		
DATE SIGNED:	04/20/2021		
Total Attachments: 3			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of April 19, 2021, by MADISON CAPITAL FUNDING LLC, as Agent (“Agent”), in favor of MARKETLY LLC., a Washington limited liability company (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) and the Guarantee and Collateral Agreement (as defined in the Security Agreement), as applicable.

WITNESSETH:

WHEREAS, in connection with the Guarantee and Collateral Agreement, Grantor executed that certain Trademark Security Agreement dated as of September 30, 2020 (the “Security Agreement”), pursuant to which the Grantor granted a security interest to Agent, for its benefit and the benefit of Lenders, in certain Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

WHEREAS, the Security Agreement was originally recorded by the United States Patent and Trademark Office on September 30, 2020, at Reel 7065, Frame 0830; and

WHEREAS, Grantor has requested that Agent 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 Secured Parties, hereby terminates the Security Agreement and terminates, cancels, releases and discharges its security interest in and Lien on all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A 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

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

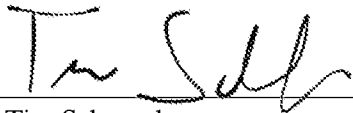
2. Agent hereby reassigns, transfers, grants and conveys to Grantor, any and all of Agent’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. This Trademark Release and Reassignment shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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, as Agent

By: 
Name: Tim Schuessler
Title: Vice President

SCHEDULE A
TO
TRADEMARK RELEASE AND REASSIGNMENT

Mark	Application No.	Application Date	Registration No.	Registration Date
MARKETLY	86526070	February 5, 2015	4808329	September 8, 2015