

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641478

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GUGGENHEIM CREDIT SERVICES, LLC		04/22/2021	Limited Liability Company:

RECEIVING PARTY DATA

Name:	MSDSONLINE INC.
Street Address:	222 Merchandise Mart Plaza
Internal Address:	Suite 1750
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60654
Entity Type:	Corporation: DELAWARE
Name:	HUMANTECH, INC.
Street Address:	222 Merchandise Mart Plaza
Internal Address:	Suite 1750
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60654
Entity Type:	Corporation: MINNESOTA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5144177	VELOCITYEHS
Registration Number:	5179320	VELOCITYEHS
Registration Number:	3707710	MSDSONLINE
Registration Number:	3495535	MSDSONLINE
Registration Number:	5326622	V
Registration Number:	2665865	MSDSONLINE
Registration Number:	5112275	ERGONOMICS DONE RIGHT
Registration Number:	3570375	30-INCH VIEW
Registration Number:	3570376	30-INCH VIEW
Registration Number:	3570377	30-INCH VIEW
Registration Number:	4371700	ERGONOMICS HIT LIST

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4512867	ERGONOMICS MATURITY CURVE
Registration Number:	3941587	ERGOPOINT
Registration Number:	4605022	FIND IT - FIX IT CHALLENGE
Registration Number:	1842012	HUMANTECH
Registration Number:	4447326	LEARN DO MANAGE
Registration Number:	4447412	THE FOUR POINTS OF CONTACT
Registration Number:	4541988	THE HUMANTECH SYSTEM
Registration Number:	5089460	THE HUMANTECH SYSTEM
Registration Number:	4546545	WORK DOESN'T NEED TO BE A PAIN!

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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Heather Schneider
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	128152.1
NAME OF SUBMITTER:	Heather Schneider
SIGNATURE:	/Heather Schneider/
DATE SIGNED:	04/22/2021

Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of April 22, 2021 (“Effective Date”), by **GUGGENHEIM CREDIT SERVICES, LLC** (as successor by assignment to GUGGENHEIM CORPORATE FUNDING, LLC), in its capacity as administrative agent and collateral agent (in such capacity, the “Collateral Agent”), in favor of **MSDSOONLINE INC.**, a Delaware corporation and **HUMANTECH, INC.**, a Michigan corporation (each a “Grantor” and collectively, the “Grantors”).

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement dated as of December 12, 2017 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Security Agreement”) by and among the Grantors, other obligors from time to time party thereto, the Lenders party thereto and the Collateral Agent;

WHEREAS, pursuant to the terms and conditions of (i) that certain Trademark Security Agreement, dated as of December 12, 2017, by and among the Collateral Agent and MSDSONline Inc., and recorded with the United States Patent and Trademark Office on December 12, 2017 at Reel 6225 Frame 0943, and (ii) that certain Trademark Security Agreement, dated as of August 31, 2018, by and among the Collateral Agent and Humantech, Inc., and recorded with the United States Patent Trademark Office on August 31, 2018 at Reel 6427 Frame 0801, (each trademark security agreement described in clauses (i) and (ii) hereof, collectively, the “Trademark Security Agreements”), the Grantors granted to the Collateral Agent its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in or to all of the Grantors’ right, title and interest in and to certain collateral (the “Security Interest”)”) as set forth below; and

WHEREAS, the Collateral Agent now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademark registrations listed on Schedule 1 hereto.

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

1. Without representation or warranty of any kind or nature, the Collateral Agent hereby reassigns to the Grantors all right, title and interest of the Collateral Agent in the Trademark Collateral, including the items listed on Schedule 1, pursuant to the Security Agreement and the Trademark Security Agreements and terminates, releases, and discharges any and all Security Interest in the following (“Trademark Collateral”):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule 1;

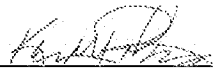
- (b) all goodwill associated therewith or symbolized thereby;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

2. Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at the Grantor's expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

[Signature Page Follows]

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





GUGGENHEIM CREDIT SERVICES, LLC,
as Collateral Agent

By: 
Name: Kevin M. Robinson

Title: Attorney-in-Fact

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL

Reel/Frame 6225/0943

Owner	Mark	Application Date	Application Number	Registration Date	Registration Number	Jurisdiction
MSDSonline Inc.		07-MAR-2016	86/931368	7-NOV-2017	5326622	United States
MSDSonline Inc.	VELOCITYEHS	04-MAY-2015	86/618180	21-FEB-2017	5144177	United States
MSDSonline Inc.	VELOCITYEHS	04-NOV-2015	1732305			Australia
MSDSonline Inc.	VELOCITYEHS	04-NOV-2015	14761571	26-MAY-2016	14761571	European Union
MSDSonline Inc.	VELOCITYEHS	03-NOV-2015	1753194	09-NOV-2016	TMA954795	Canada
MSDSonline Inc.		07-MAR-2016	86/931287	11-APR-2017	5179320	United States
MSDSonline Inc.		08-OCT-2008	77/588680	10-NOV-2009	3707710	United States
MSDSonline Inc.	MSDSONLINE	29-JAN-2008	77383755	02-SEP-2008	3495535	United States
MSDSonline Inc.		30-AUG-2001	76307350	24-DEC-2002	2665865	United States

Reel/Frame 6427/0801

SERIAL NO.	REG. NO	MARK	APP. OR REG. DATE
86847793	5112275	ERGONOMICS DONE RIGHT	01/03/2017
77106595	3570375	30-INCH VIEW	02/03/2009
77106600	3570376	30-INCH VIEW	02/03/2009
77106602	3570377	30-INCH VIEW	02/03/2009
85791256	4371700	ERGONOMICS HIT LIST	07/23/2013
85917396	4512867	ERGONOMICS MATURITY CURVE	04/08/2014
77879488	3941587	ERGOPOINT	04/05/2011
86185909	4605022	FIND IT - FIX IT CHALLENGE	09/16/2014
74396455	1842012	HUMANTECH	06/28/1994
85908981	4447326	LEARN DO MANAGE	12/10/2013
85913683	4447412	THE FOUR POINTS OF CONTACT	12/10/2013

85908232	4541988	THE HUMANTECH SYSTEM	06/03/2014
86840830	5089460	THE HUMANTECH SYSTEM	11/29/2016
86000552	4546545	WORK DOESN'T NEED TO BE A PAIN!	06/10/2014