

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646174

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RGA Reinsurance Company		04/30/2021	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Incodema, LLC		
Street Address:	407 Cliff St.		
City:	Ithaca		
State/Country:	NEW YORK		
Postal Code:	14850		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3539925	INCODEMA	
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:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111-5840		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	05/12/2021		
Total Attachments: 5			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK**, dated as of April 30, 2021 (“Release”), is made by **RGA REINSURANCE COMPANY**, a Missouri corporation, as Administrative Agent for the Lenders (“Administrative Agent”), in favor of **INCODEMA, LLC**, a New York limited liability company (“Grantor”).

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of July 27, 2020 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantor and Administrative Agent, Grantor granted to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in Grantor’s right, title, and interest in and to all owned or thereafter created or acquired (i) trademarks, trademark applications, trademark licenses, together with any renewals or divisionals thereof and all goodwill associated therewith and (ii) all products and proceeds thereof, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any trademark (collectively, “Trademark Collateral”);

WHEREAS, pursuant to the Security Agreement, Grantor delivered to Administrative Agent, for the ratable benefit of the Lenders, the Notice of Recordation of Assignment Document, recorded at the United States Patent and Trademark Office (“USPTO”) on July 27, 2020 at Reel 7008 Frame 0619 (the “Trademark Notice”);

WHEREAS, Grantor has requested that Administrative Agent release its continuing security interest in all of Grantor’s right, title and interest in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, and retransfer and reassign to Grantor without recourse all of Administrative Agent’s right, title and interest in and to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of itself and the Lenders, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Notice, as applicable.

SECTION 2. Termination and Release. Administrative Agent, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases Administrative Agent's security interest in Grantor’s right, title or other interest in the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Trademark Notice, and reassigns any and all right, title and interest has in and to the Trademark Collateral together with the goodwill of the business symbolized thereby;

(b) upon Grantor’s reasonable request, agrees to execute, acknowledge, procure and deliver to Grantor any and all further documents or instruments and do any and all further acts necessary to effect the release of Administrative Agent’s continuing security interest in Grantor’s right, title and interest in and to the Trademark Collateral; and

(c) authorizes the recordation of this Release with the USPTO and in any other office as may be necessary to carry out the intention of this Release at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release of Security Interest in Trademark to be duly executed as of the date first set forth above.

Administrative Agent:

RGA REINSURANCE COMPANY

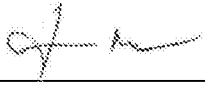
By: _____

Name: Kevin Prunty

Title: Vice President, Originations and Business Development,
Private Debt & Equity

Acknowledged and Agreed:

INCODEMA, LLC

By:  _____

Name: John May

Title: Vice President

[Termination and Release]

TRADEMARK
REEL: 007289 FRAME: 0591

Schedule A
Trademark Collateral

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
INCODEMA	77441045	3539925	04/06/2008	12/02/2008