

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM648430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		05/17/2021	Corporation:
RECEIVING PARTY DATA			
Name:	OptionsCity Software, Inc.		
Street Address:	211 East 43rd Street		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4905146	CITY API	
Registration Number:	4244478	METRO	
Registration Number:	4248531	FREEWAY	
Registration Number:	3477276	OPTIONSCITY	
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:	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:	121753.000015		
NAME OF SUBMITTER:	Heather Schneider		
SIGNATURE:	/Heather Schneider/		
DATE SIGNED:	05/20/2021		
Total Attachments: 3			

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of May 17, 2021, by Ares Capital Corporation (as successor-in-interest by assignment to Pacific Western Bank), in its capacity as collateral agent pursuant to the Security Agreement (as defined below) (in such capacity, "Collateral Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement.

W I T N E S S E T H:

WHEREAS, OptionsCity Software, Inc., a Delaware corporation ("Pledgor") and Collateral Agent were parties to that certain Trademark Security Agreement, dated as of June 30, 2017 (the "Security Agreement"), pursuant to which Pledgor granted a security interest to Collateral Agent in certain trademarks ("Trademarks") and Trademark Collateral (as defined below) as security for certain obligations owing by Pledgor to Collateral Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement granted to Pacific Western Bank was recorded by the Trademark Division of the United States Patent and Trademark Office on June 30, 2017 at Reel 6097, Frame 0069;

WHEREAS, the Assignment of Intellectual Property Security Agreement granted to Ares Capital Corporation was recorded by the Trademark Division of the United States Patent and Trademark Office on April 6, 2018 at Reel 6308, Frame 0903; and

WHEREAS, Pledgor has satisfied and fulfilled all of its obligations to release the Collateral Agent's security interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Security Agreement:

1. Collateral Agent hereby, on behalf of itself and the Secured Parties, terminates the Security Agreement and releases its Lien on and Security interest in and to all of Pledgor's right, title and interest in, to and under all the following, in each case excluding Excluded Property (collectively the "Trademark Collateral"):

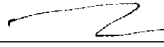
- (a) all United States registered Trademarks and applications for Trademark registration of the Pledgor, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

2. Collateral Agent hereby reassigns, grants and conveys to Pledgor, without any representation, recourse or undertaking by Collateral Agent, any and all right, title and interest that Collateral Agent or any Secured Party may have in and to the Trademarks and the Trademark Collateral, together with the goodwill of the business symbolized thereby.

3. Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

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

ARES CAPITAL CORPORATION, as
Collateral Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TITLE
OptionsCity Software, Inc.	4905146	2/23/2016	CITY API
OptionsCity Software, Inc.	4244478	11/20/2012	METRO
OptionsCity Software, Inc.	4248531	11/27/2012	FREEWAY
OptionsCity Software, Inc.	3477276	7/29/2008	OPTIONSCITY

United States Trademark Applications:

N/A