CH \$215,00 314429

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM652306

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association, as Agent		05/20/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	RGIS, LLC
Street Address:	2000 East Taylor Road
City:	Auburn Hills
State/Country:	MICHIGAN
Postal Code:	38326
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3144292	RGIS
Registration Number:	4796242	RGIS
Registration Number:	3926220	SMARTSPACE
Registration Number:	3926221	S SMARTSPACE BY RGIS
Registration Number:	3926222	S SMARTSPACE
Registration Number:	5047767	STORPLANNER
Registration Number:	4526022	VISUALCOUNT
Registration Number:	5256762	RM-2

CORRESPONDENCE DATA

Fax Number: 2125305219

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: 2125305243

Email: dcip@milbank.com, ehyla@milbank.com

Correspondent Name: Eric Hyla, Esq.

Address Line 1: 55 Hudson Yards

Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER: 45161.00002

NAME OF SUBMITTER:	Eric Hyla		
SIGNATURE:	/Eric Hyla/		
DATE SIGNED:	06/07/2021		
Total Attachments: 3			
source=RGIS - PNC Trademark Release#page1.tif			
source=RGIS - PNC Trademark Release#page2.tif			
source=RGIS - PNC Trademark Release#page3.tif			

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Release of Security Interest in Trademarks, dated as of May 20, 2021 by PNC Bank, National Association, as Agent ("Releasor") to RGIS, LLC (the "Releasee").

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of October 2, 2020 (the "IP Security Agreement"), recorded in the United States Patent and Trademark Office ("USPTO") on October 6, 2020 under Reel/Frame 7071/0768, by and among Releasee, certain affiliates of Releasee (collectively, the "Grantors") and Releasor, to secure the satisfactory performance and payment in full of all the Obligations (as defined in the IP Security Agreement) of the Grantors, Releasee granted to Releasor a security interest in (i) all trademarks, service marks, trade names, domain names, 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 owned or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States or any other country or group of countries or any political subdivision thereof, and all extensions or renewals thereof, as set forth on Schedule A hereto (the "Trademarks"), (ii) all Proceeds and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, and (iv) the rights to sue for past, present and future infringement or dilution of the Trademarks or for any injury to goodwill (collectively, the "Trademark Collateral"); and

WHEREAS, the Releasee has requested, and Releasor has agreed to execute, acknowledge and deliver, this Release of Security Interest in Trademarks to terminate the IP Security Agreement and confirm the release, relinquishment and discharge of its continuing security interest in the Trademark Collateral.

- NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, including the satisfactory performance and payment in full of all the Obligations of Grantors, the sufficiency and receipt of which are hereby acknowledged, Releasor hereby agrees as follows:
- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the IP Security Agreement.
- SECTION 2. <u>Release of Security Interest</u>. Releasor hereby, without any representation or warranty and without any recourse to Releasor, terminates the IP Security Agreement and hereby terminates, releases, relinquishes and discharges its lien on and security interest in the Trademark Collateral and re-assigns and re-conveys to Releasee any and all right, title and interest Releasor may have in or to the Trademark Collateral.
- SECTION 3. <u>Governing Law</u>. THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, Releasor has caused this Release of Security Interest in Trademarks to be duly executed as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION, as Agent

Name:

Cody Mamone

Title:

Vice President

SCHEDULEA

TRADEMARKS

OWNER	TRADEMARK	REGISTRATION DATE	STATUS	REGISTRATION NUMBER
RGIS, LLC	RGIS	September 19, 2006	Registered	3144292
RGIS, LLC	RGIS	August 18, 2015	Registered	4796242
RGIS, LLC	SMARTSPACE	March 1, 2011	Registered	3926220
RGIS, LLC	SMARTSPACE by RGIS & Design	March 1, 2011	Registered	3926221
RGIS, LLC	SMARTSPACE & Design	March 1, 2011	Registered	3926222
RGIS, LLC	STORPLANNER	September 27, 2016	Registered	5047767
RGIS, LLC	VISUALCOUNT	May 6, 2014	Registered	4526022
RGIS, LLC	RM-2	August 1, 2017	Registered	5256762

Schedule A

RECORDED: 06/07/2021