

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plexus Fund IV-A, L.P.		06/15/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Gem/Cap, Inc.		
Doing Business As:	Hayes Software Systems, Inc.		
Street Address:	12007 Research Blvd.		
Internal Address:	Suite 103		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78759		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3118411	TIPWEB	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	212.446.4727		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Hayley Smith		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	43579-11		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	/Hayley Smith/		
DATE SIGNED:	06/24/2021		
Total Attachments: 3			
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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is executed as of June 15, 2021, by Plexus Fund IV-A, L.P., a Delaware limited partnership, as collateral agent for the Secured Parties identified in the IP Security Agreement (as defined below) (in such capacity, the "Collateral Agent"), in favor of Gem/Cap, Inc., dba Hayes Software Systems, Inc., a Texas corporation (the "Released Party").

WHEREAS, pursuant to that certain Security Agreement, dated March 2, 2017, between the Released Party, the Collateral Agent and certain other parties (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Released Party executed and delivered that certain Intellectual Property Security Agreement, dated as of March 2, 2017, in favor of the Collateral Agent (the "IP Security Agreement"), which was filed with the United States Patent and Trademark Office ("USPTO") on March 14, 2017, at Reel 6009, Frame 0635;

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement, the Released Party pledged and granted to Collateral Agent, among other collateral as set forth therein, a security interest in and to all of the right, title and interest of the Released Party in, to, and under (a) the trademark registrations and applications identified on Schedule A attached hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof, (b) all rights of any kind whatsoever of the Released Party accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and (d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date thereof: including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (collectively, together with the IP Collateral (as defined in the IP Security Agreement), the "Trademark Collateral"); and

WHEREAS, Collateral Agent wishes to release the security interest in and lien on the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby (i) terminates, releases, and discharges its security interest in the Trademark Collateral, and Collateral Agent hereby assigns and transfers to the Released Party without recourse or representation or warranty, express or implied, of any kind, all of its right, title and interest (if any) in and to the Trademark Collateral, effective as of the date set forth above, and (ii) terminates the IP Security Agreement.

The Released Party, or any successor to the Released Party (including any person or entity hereafter having any right, title or interest in or to the Trademark Collateral), is hereby authorized to record this Release in the USPTO.

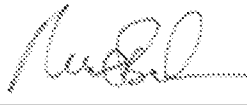
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IN WITNESS WHEREOF, Collateral Agent has executed this Release, to take effect as of the date set forth above.

COLLATERAL AGENT:

PLEXUS FUND IV-A, L.P., as Collateral Agent

By: Plexus Fund IV GP I, LLC,
its General Partner

By:  _____

Name: Michael Becker

Title: Manager

SCHEDULE A
TRADEMARK COLLATERAL

Registered Trademarks:

<u>Description:</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
TIPWEB	RN: 3118411 SN: 78601666	Application Published: January 10, 2006 Registered: July 18, 2006