

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Trademark Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs BDC, Inc.		07/02/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Scoutit, Inc.		
Street Address:	233 S. Wacker Drive		
Internal Address:	Suite 2105		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4612955	INFOSCOUT	
Registration Number:	4565615	SCANTOPIA	
Serial Number:	87223008	RECEIPT HOG	
Serial Number:	87230286	SHOPAROO	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312.862.3837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui, Senior Paralegal		
Address Line 1:	300 North LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	38123-619		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	07/02/2021		

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Total Attachments: 3

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**RELEASE OF SECOND LIEN SECURITY INTEREST IN
TRADEMARK COLLATERAL**

This **RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARK COLLATERAL**, dated as of July 2, 2021 (this “Release”), is made by GOLDMAN SACHS BDC, INC., as collateral agent (the “Collateral Agent”), in favor of SCOUTIT, INC., a Delaware corporation (the “Pledgor”). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement (as defined below), or if not defined therein, in the Credit Agreement (as defined below).

WITNESSETH

WHEREAS, MT Parent, LLC, a Delaware limited liability company, MT Parent, Inc., a Delaware corporation, Market Track, LLC, a Delaware limited liability company, the other parties party thereto from time to time, and the Collateral Agent are parties to that certain Second Lien Credit Agreement, dated as of June 5, 2017 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, the Pledgor and the Collateral Agent are parties to that certain Second Lien Security Agreement, dated as of June 5, 2017 (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Pledgor executed the Second Lien Trademark Security Agreement, dated as of September 19, 2017 (the “Trademark Security Agreement”), pursuant to which the Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement).

WHEREAS, the Pledgor has requested that the Collateral Agent release its security interest in all of their right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing, the Collateral Agent hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, its security interest in all right, title and interest in, to and under the Trademark Collateral, including the trademark registrations and applications set forth in Schedule I attached hereto and incorporated herein by reference, and agrees that all the security interest in the Trademark Collateral is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to the Pledgor, without recourse, representation or warranty, any and all right, title and interest that the Collateral Agent may have obtained in, to and under the Trademark Collateral under the Security Agreement and the Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered as of the date first written above.

GOLDMAN SACHS BDC, INC.,
as Collateral Agent

By:  _____
Name: David Yu
Title: Authorized Signatory

SCHEDULE I
to
RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARK COLLATERAL
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Name of Applicant/Registrant	Application or Registration Number	Jurisdiction of Issue or Registration	Co-owners
ScoutIt, Inc.	Registered Trademark – Registration Date: September 30, 2014. “InfoScout” – USPTO Registration no. 4612955	United States	None
ScoutIt, Inc.	Registered Trademark – Registration Date: July 8, 2014. “SCANTOPIA” – USPTO Registration no. 4565615	United States	None
ScoutIt, Inc.	Pending Trademark Application – Application Date: November 1, 2016. “Receipt Hog” – USPTO Serial no. 87223008	United States	None
ScoutIt, Inc.	Pending Trademark Application – Application Date: November 8, 2016. “Shoparoo” – USPTO Serial no. 87230286	United States	None