# CH \$115.00 32718

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM661601

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 5370/0805	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Prospect Capital Corporation, as Collateral Agent		07/21/2021	Corporation: MARYLAND

### **RECEIVING PARTY DATA**

Name:	Progrexion IP, Inc.
Street Address:	257 East 200 South, Suite 1200
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84111
Entity Type:	Corporation: DELAWARE
Name:	EFOLKS, LLC
Street Address:	257 East 200 South, Suite 1200
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84111
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3271824	LEXINGTON LAW
Registration Number:	4379030	LL
Registration Number:	3404527	SCOREBOOST
Serial Number:	85737168	CREDITREPAIR.COM

## **CORRESPONDENCE DATA**

**Fax Number:** 6175269899

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:** 617.526.9836

Email: ypan@proskauer.com
Correspondent Name: Kristin E. Reimels
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place

TRADEMARK REEL: 007361 FRAME: 0199

900631019

Address Line 4: Bosto	dress Line 4: Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	59297-014		
NAME OF SUBMITTER:	Kristin E. Reimels		
SIGNATURE:	/Kristin E. Reimels/		
DATE SIGNED:	07/21/2021		

## **Total Attachments: 4**

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks, dated as of July 21, 2021 (the "<u>Trademark Security Release</u>"), is made by Prospect Capital Corporation in its capacity as collateral agent (the "Agent") under that certain Second Lien Trademark Security Agreement, dated as of September 29, 2014 (the "<u>Trademark Security Agreement</u>") by and among PROGREXION IP, INC. ("<u>Progrexion IP</u>") and EFOLKS, LLC (together with Progrexion IP, each a "Grantor" and collectively, the "Grantors") and the Agent. Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement, which was recorded in the records of the United States Patent and Trademark Office on September 30, 2014 at reel 5370, frame 0805, the Grantors granted to the Agent, for the benefit of the Purchasers, a Lien on and security interest in all of Grantors' right, title and interest in, to and under the Trademark Collateral;

WHEREAS, the Grantors have requested and the Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest and Lien on all Grantors' right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent does hereby agree as follows:

For purposes of this Trademark Security Release, "<u>Trademark Collateral</u>" means the following, whether existing as of the date of the Trademark Security Agreement or thereafter created or acquired all of the Grantor's right, title and interest in, to and under all the following Collateral of Grantor:

- (a) all Trademarks and applications thereof, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with the foregoing; and
- (c) all proceeds of any and all of the foregoing.

The Agent, in each case, without recourse, representation or warranty of any kind whatsoever, does hereby terminate, release and discharge (a) the Liens and security interest created under the Trademark Security Agreement in the Trademark Collateral, and (b) the entirety of its security interest in all of Grantors' right, title and interest in, to and under the Trademark Collateral and any such right, title and interest of the Agent, if any, shall hereby terminate, cease and become void.

Governing Law. This Trademark Security Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws

of the State of New York without regard to conflict of laws principles thereof that would result in the application of any other law.

[Signature Page Follows]

IN WITNESS WHEREOF, the party hereto has caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

PROSPECT CAPITAL CORPORATION,

in its capacity as Agent

By

Name: M. Grier Eliasek

Title: President & Chief Operating Officer

[Signature Page to 2L Trademark Security Agreement Release]

# **SCHEDULE I**

# **Trademark Registrations**

<u>Trademark</u>	Application No.	Registration No.	<u>Owner</u>
LEXINGTON LAW	78/801,158	3,271,824	Progrexion IP, Inc.
Ů	85/762,623	4,379,030	Progrexion IP Inc.
SCOREBOOST	77/172,105	3,404,527	Progrexion IP, Inc.
CREDITREPAIR.COM	85/737,168		eFolks, LLC

**RECORDED: 07/21/2021**