

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663241

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		07/21/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Banker's Toolbox, Inc. (f/k/a BKTB Holdings II, Inc. and successor in interest to Sageworks, Inc. and Mainstreet Technologies, LLC)		
Street Address:	12331-B Riata Trace Parkway, Building 4, Suite 200		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78727		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4049091	BAM+	
Registration Number:	4501026	CATCH THE BAD GUYS.	
Registration Number:	3822442	CREST	
Registration Number:	3905920	CTR MANAGER	
Registration Number:	3855980	EDD	
Registration Number:	3815948	KITE MANAGER	
Registration Number:	3905921	QAR QUESTIONABLE ACTIVITY REPORTING	
Registration Number:	4494964	SMARTSCENARIOS	
Registration Number:	4719559	BAM	
Registration Number:	3035281	BANKER'S TOOLBOX	
Registration Number:	4092626	WATCHLIST MANAGER	
Registration Number:	4181031	WIREFRAUD MANAGER	
Registration Number:	4291776	WIREPRO	
Registration Number:	4175781	SAGeworks ANALYST	
Registration Number:	3291014	SAGeworks	
Registration Number:	3294112	PROFITCENTS	
CORRESPONDENCE DATA			

CH \$415.00 4049091

TRADEMARK

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: 2125305878

Email: dcip@milbank.com

Correspondent Name: John Garces, Esq.

Address Line 1: 55 Hudson Yards

Address Line 2: Milbank, LLP

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

NAME OF SUBMITTER:	John Garces
---------------------------	-------------

SIGNATURE:	/John Garces/
-------------------	---------------

DATE SIGNED:	07/28/2021
---------------------	------------

Total Attachments: 10

source=Project Amulet - IP Release#page1.tif

source=Project Amulet - IP Release#page2.tif

source=Project Amulet - IP Release#page3.tif

source=Project Amulet - IP Release#page4.tif

source=Project Amulet - IP Release#page5.tif

source=Project Amulet - IP Release#page6.tif

source=Project Amulet - IP Release#page7.tif

source=Project Amulet - IP Release#page8.tif

source=Project Amulet - IP Release#page9.tif

source=Project Amulet - IP Release#page10.tif

TERMINATION AND RELEASE OF SECURITY INTEREST AND LIEN IN INTELLECTUAL PROPERTY

THIS TERMINATION AND RELEASE OF SECURITY INTEREST AND LIEN IN INTELLECTUAL PROPERTY (this “Release”), is dated as of July 27, 2021, and made by PNC Bank, National Association (“Agent”) in its capacity as agent under Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of May 16, 2018 (the “Credit Agreement”) and the below-defined Security Agreement, in favor of Banker’s Toolbox, Inc., a California corporation (f/k/a BKTB Holdings II, Inc.) (“BKTB”) for itself and in its capacity as successor in interest to each of Sageworks, Inc., a North Carolina corporation (“Sageworks”) and Mainstreet Technologies, LLC, a Delaware limited liability company (“Mainstreet”, and together with BKTB and Sageworks, collectively, the “Grantors” and each individually a “Grantor”).

WHEREAS, pursuant to Credit Agreement and that certain (i) Intellectual Property Security Agreement dated as of July 9, 2015 by BKTB in favor of Agent (the “Original Security Agreement”), (ii) Amended and Restated Intellectual Property Security Agreement dated as of March 29, 2018, by BKTB and Mainstreet in favor of Agent (the “A&R Security Agreement”), and (iii) Second Amended and Restated Intellectual Property Security Agreement dated as of May 16, 2018, by each Grantor in favor of Agent (the “Second A&R Security Agreement”, and together with the Original Security Agreement and the A&R Security Agreement, collectively the “Security Agreements” and each individually a “Security Agreement”), and certain Other Documents, a security interest was granted by each Grantor, to Agent, in certain collateral, including the Specified IP Collateral (as hereinafter defined);

WHEREAS, the Original Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office (the “USPTO”) on July 15, 2015, at Reel 5576 and Frame 0828;

WHEREAS, the Original Security Agreement was recorded in the Patent Division of the USPTO on July 15, 2015, at Reel 036093 and Frame 0501;

WHEREAS, the A&R Security Agreement was recorded in the Patent Division of the USPTO on March 30, 2018, at Reel 045393 and Frame 0883;

WHEREAS, the Second A&R Security Agreement was recorded in the Trademark Division of the USPTO on May 22, 2018, at Reel 6334 and Frame 0569;

WHEREAS, the Second A&R Security Agreement was recorded in the Patent Division of the USPTO on May 22, 2018, at Reel 045876 and Frame 0542;

WHEREAS, the Second A&R Security Agreement was recorded in the United States Copyright Office (the “USCO”) on May 31, 2018, at Volume 9953 and Document Number 800;

WHEREAS, a Lien in certain Specified IP Collateral was recorded in the Trademark Division of the USPTO on March 30, 2018, at Reel 6304 and Frame 0204;

WHEREAS, Agent acknowledges full performance of the Obligations and accordingly has agreed to terminate, relinquish, discharge and release its security interest in the Specified IP Collateral as defined below;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, Agent hereby states as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined have the meanings provided in the Security Agreement or the Credit Agreement. The term "Specified IP Collateral," as used herein, means all of each Grantor's right, title and interest, as applicable, in the following, whether created prior to or after the date of the Security Agreement:

(a) all of its U.S. registered copyrights and U.S. filed copyright applications, including, without limitation, those referred to on Schedule A hereto or on any Schedule to any Supplement (as defined in the Security Agreement) delivered after the date of the Security Agreement, together with all renewals, reversions and extensions of the foregoing;

(b) all of its U.S. registered trademarks and U.S. filed trademark applications, including, without limitation, those referred to on Schedule A hereto or on any Schedule to any Supplement delivered after the date of the Security Agreement, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its U.S. registered/issued patents and U.S. filed patent applications, without limitation, those referred to on Schedule A hereto or on any Schedule to any Supplement delivered after the date of the Security Agreement, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto owned or licensed by a Grantor, or any claims for damages by way of any past infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Specified IP Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of each Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of each Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Release of Security Interest. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates, releases and discharges its continuing security interest in and Lien on the Specified IP Collateral and reassigns to the person or persons legally entitled thereto all of its right, title and interest in the Specified IP Collateral. Agent acknowledges that this Release may be filed with the USPTO, the USCO, and/or any other governmental office to evidence the termination and release granted by this Release.

3. Further Assurances. Agent shall, at Grantor's sole cost and expense, and without representation or warranty, take all further actions and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and

delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without reference to conflicts of law provisions.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by their duly authorized officers as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION

By: Marcus Davidsson
Name: Marcus Davidsson
Title: Senior Vice President

ACKNOWLEDGED AND AGREED:

BANKER'S TOOLBOX, INC.

By: _____
Name:
Title:

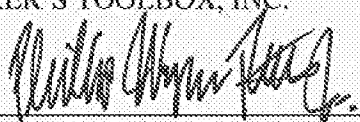
IN WITNESS WHEREOF, the Agent has caused this Release to be executed by their duly authorized officers as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: Marcus Davidsson
Title: Senior Vice President

ACKNOWLEDGED AND AGREED:

BANKER'S TOOLBOX, INC.

By:  _____
Name: Phillip Wayne Roberts, Jr.
Title: Chief Executive Officer and President

Schedule A

PATENTS, TRADEMARKS, AND COPYRIGHTS

Company

Patent Application

Application No.	Title	Filing Date	Status	Inventors
12/714,165	Techniques for Identifying High Risk Portfolio With Automated Commercial Real- Estate Stress Testing	02/26/2010	Pending	Cho, Daniel Choe, Kyong Sik Andrews, Josh

Trademarks and Service Marks

	Trademark	Reg. No.	Registered Date	Registrant
1.	BAM+	4,049,091	Nov. 1, 2011	Banker's Toolbox, Inc.
2.	Catch the bad guys.	4,501,026	Mar. 25, 2014	Banker's Toolbox, Inc.
3.	CREST	3,822,442	July 20, 2010	Banker's Toolbox, Inc.
4.	CTR Manager	3,905,920	Jan. 11, 2011	Banker's Toolbox, Inc.
5.	EDD	3,855,980	Oct. 5, 2010	Banker's Toolbox, Inc.
6.	Kite Manager	3,815,948	July 6, 2010	Banker's Toolbox, Inc.
7.	QAR QUESTIONABLE ACTIVITY REPORTING	3,905,921	Jan. 11, 2011	Banker's Toolbox, Inc.
8.	SmartScenarios	4,494,964	Mar. 11, 2014	Banker's Toolbox, Inc.
9.	BAM	4,719,559	April 14, 2015	Banker's Toolbox, Inc.
10.	Banker's Toolbox	3,035,281	Dec. 27, 2005	Banker's Toolbox, Inc.
11.	WatchList Manager	4,092,626	Jan. 24, 2012	Banker's Toolbox, Inc.
12.	WireFraud Manager	4,181,031	July 24, 2012	Banker's Toolbox, Inc.
13.	WirePro	4,291,776	Feb. 19, 2013	Banker's Toolbox, Inc.

Trademark Application

None.

Licenses

1. NServiceBus Standard Edition Per-Core License Agreement, between NServiceBus Ltd. and Banker's Toolbox, Inc. [INBOUND]
2. License Agreement between Banker's Toolbox Inc. and Nomino Data dated October 14, 2014. [INBOUND]
3. Licensing and Outsourcing Agreement between Banker's Toolbox, Inc. and Fidelity Information Services, Inc. dated March 29, 2006, as amended by Amendment 01 dated October 11, 2006, Amendment 02 dated December 8, 2009, Amendment 03 dated April 15, 2011, Amendment 04 dated October 23, 2012, Amendment 05 dated October 23, 2012, and Amendment 06 dated May 3, 2013. [INBOUND AND OUTBOUND]
4. Software Referral and Joint Marketing Agreement between Banker's Toolbox, Inc. and Fidelity Information Services dated April 20, 2005, as amended by Amendment No. 1 dated August 16, 2010 and together with Letter of Clarification dated June 6, 2014, and Waiver of Right of First Refusal dated April 24, 2015. [OUTBOUND]
5. Strategic Reseller Agreement between Banker's Toolbox, Inc. and i_TECH Corporation dated July 19, 2007, together with Addendum No. 1 dated March 18, 2008. [OUTBOUND]
6. Strategic Reseller Agreement between Banker's Toolbox, Inc. and 21st Century Financial Services dated July 19, 2007 as amended by Amendment No. 1 dated February 17, 2015. [OUTBOUND]
7. License Agreement between Banker's Toolbox, Inc. and Corporation for American Banking, LLC dated June 22, 2011 as amended by Amendment No. 1 dated August 14, 2013 and Amendment No. 2 dated June 1, 2014. [INBOUND]
8. Referral Agreement with Extract Files between Banker's Toolbox, Inc. and BMA Corporation dated September 6, 2007. [OUTBOUND]
9. Customer Referral Agreement between Banker's Toolbox, Inc. and ChoicePoint Public Records, Inc. dated April 21, 2006. [INBOUND]
10. Strategic Reseller Agreement between Banker's Toolbox, Inc. and Financial Institution Service Corporation dated April 24, 2008, as amended by Amendment No. 1 dated December 19, 2014. [OUTBOUND]
11. Master Relationship Agreement between Banker's Toolbox, Inc. and Harland Financial Solutions, Inc. dated April 21, 2005, together with Attachment A - Business Framework Document dated April 21, 2005 and Attachment B -Business Framework Document dated May 9, 2006. [INBOUND AND OUTBOUND]
12. EZTeller Data Extract Utility License Agreement between Banker's Toolbox, Inc. and Harland Financial Solutions, Inc. and dated February 5, 2008. [INBOUND]

13. Referral Agreement between Banker's Toolbox, Inc. and InfoTech Alliance Bank Services dated March 25, 2009. [OUTBOUND]

14. Referral Agreement with Extract File between Banker's Toolbox, Inc. and Integrated Bank Technology dated October 3, 2011. [OUTBOUND]

Mainstreet

Licenses

1. The FIS Agreement [OUTBOUND]
2. The Company enters into a Master Services Agreement with its customers in the ordinary course of business pursuant to which it grants such customer a non-exclusive license of rights in Company Intellectual Property [OUTBOUND]
3. Socio Labs Sales Agreement, by and between the Company and Socio Labs Inc., dated November 1, 2017. [INBOUND]
4. License Agreement, by and among the Company, ALLL Solutions, LLC and Renaissance Consulting and Engineering, LLC, dated August 1, 2012, as amended by that certain Addendum to Consultant Agreement, dated November 4, 2012. [INBOUND]
5. Agreement, by and between the Company and Summit Associates, Inc., dated September 25, 2012, as amended by that certain Addendum to September 21, 2012 Agreement between MainStreet Technologies, Inc. and Summit Associates, Inc., dated March 5, 2015. [INBOUND]

Common Law Trademarks

Mainstreet Technologies

MST

Domain Names

Mainstreet-tech.com

Sageworks

Trademarks

1. "SAGEWORKS ANALYST" (Reg. No. 4,175,781)
2. "SAGEWORKS" (Reg. No. 3,291,014)
3. "PROFITCENTS" (Reg. No. 3,294,112)

Patents

1. US Patent No. 9418315 - “Systems, methods, and computer readable media for extracting data from portable document format (PDF) files”
2. US Patent No. 6968316 - “Systems, methods and computer program products for producing narrative financial analysis reports”

Copyrights

1. “Profitcents Software” (TXu001201794), registered 11/18/2004

Domain Names

inmatestoentrepreneurs.org
2centerview.com
sageworksprofessionalservices.com
grant-grant.com
sageworksinstitute.org
alll.com
alll.guru
sageworks.co
sageworks.net
sageworkscertainty.net
sageworksclarity.net
sageworksindex.com
sageworkssurety.net
truglobal.net
tru-global.net
whole-portfolio.net
profitcents.com
profitcentspublic.com
profitcentz.com
profitsence.com
profitsents.com
sageworkanalyst.com
sageworkdatabase.com
sageworkexchange.com

sageworks.com
sageworksanalyst.com
sageworksart.com
sageworkscertainty.com
sageworksclarity.com
sageworksdata.com
sageworksdatabase.com
sageworksdb.com
sageworksdirector.com
sageworksexaminer.com
sageworksexchange.com
sageworksinc.com
sageworksinstitute.com
sageworksmanager.com
sageworksmarket.com
sageworksmonitor.com
sageworkspi.com
sageworkssexaminer.com
sageworkssurety.com
secondchanceletters.org
swexchange.com
whole-portfolio.com