

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM663854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Agent		07/30/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Vilocity Interactive, Inc.		
Street Address:	6034 Courtyard Drive		
Internal Address:	Suite 300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87823972	VILOCITY	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	057121-0607		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	07/30/2021		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made and effective as of July 30, 2021 and granted by Antares Capital LP, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**" and, together with the Administrative Agent, collectively, the "**Agent**"), in favor of Velocity Interactive, Inc. (the "**Grantor**") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of December 8, 2016 (as amended by the First Amendment to First Lien Credit Agreement dated as of December 8, 2017, by the Waiver and Second Amendment to First Lien Credit Agreement dated as of December 21, 2018, by the Third Amendment to First Lien Credit Agreement dated as of April 24, 2020 and as otherwise amended, restated, supplemented or otherwise modified to date, the "**Credit Agreement**"), among AMBA Intermediate II, LLC, a Delaware limited liability company ("**Holdings**"), Association Member Benefits Advisors, LLC, a Texas limited liability company ("**Borrower**"), each of the Subsidiary Guarantors party thereto from time to time, the Lenders from time to time party thereto, the Administrative Agent for the Lenders and the Collateral Agent for the Secured Parties, and the lenders from time to time party thereto, the Grantor executed and delivered to the Agent (i) that certain [Pledge and Security Agreement] by and among the Borrower, certain of their subsidiaries and the Agent dated as of December 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") and (ii) that certain Trademark Security Agreement by and between the Grantor and the Agent dated as of December 8, 2016 (the "**Trademark Security Agreement**" and, together with the Security Agreement, the "**Security Agreements**");

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of Grantor in, to and under, among other things, the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6506; Frame 0816 on December 21, 2018; and

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to effectuate, evidence and record the termination, release and reassignment to the Grantor of any and all right, title and interest the Agent and the Secured Parties may have in the Trademark Collateral (as defined below) pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby states as follows:

1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Security Agreements, as applicable.

2. Release of Security Interest. The Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in all the Trademarks of the Grantor including, without limitation, those Trademarks described on

Schedule A, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under such Trademarks, including without limitation:

(a) all common law rights associated with such Trademarks, together with the goodwill associated therewith and symbolized thereby, and all renewals and extensions thereof;

(b) all rights of any kind whatsoever of Grantor accruing under 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 the foregoing; and

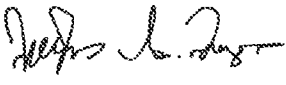
(d) any and all claims and causes of action, with respect to the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, 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, the "**Trademark Collateral**").

3. Further Assurances. Agent agrees, at the Grantor's sole cost and expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

4. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ANTARES CAPITAL LP,
as Agent

By: 
Name: Hector Del Razo
Its: Duly Authorized Signatory

Schedule A
Released Trademark Collateral

Trademark	Application No.	Application Date	Registration No.	Registration Date	Status	Class	Owner
VELOCITY	87823972	03/07/2018	N/A	N/A	Pending (Filed As Use Application)	35	Velocity Interactive, Inc.

TRADEMARK

REEL: 007371 FRAME: 0593

RECORDED: 07/30/2021

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