

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG		08/02/2021	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	The Howard E. Nyhart Company, Incorporated		
Street Address:	200 Dryden Road		
City:	Dresher		
State/Country:	PENNSYLVANIA		
Postal Code:	19025		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3878065	NEXTGEN401K	
Registration Number:	3989279	NYHART	
Registration Number:	5115738	VOTAIRE	
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:	312-862-4396		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	25359-18		
NAME OF SUBMITTER:	Noreen Gosselin		
SIGNATURE:	/Noreen Gosselin/		
DATE SIGNED:	08/04/2021		
Total Attachments: 4			
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RELEASE OF FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 2, 2021 (this “Release”), by Credit Suisse AG, Cayman Islands Branch (also known as Credit Suisse), as administrative agent and collateral agent (in such capacity, the “Agent”) for the Secured Parties in favor of The Howard E. Nyhart Company, Incorporated, an Indiana corporation (the “Grantor”).

RECITALS

WHEREAS, that certain First Lien Security Agreement Joinder, dated as of February 5, 2020 to that certain First Lien Pledge and Security Agreement, dated as of December 3, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) was entered into among the Loan Parties party thereto and the Agent, pursuant to which the Grantor granted a security interest to the Agent in the Released Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, the Grantor entered into that certain First Lien Intellectual Property Security Agreement dated February 5, 2020 and recorded with the United States Patent and Trademark Office (the “USPTO”) on August 24, 2020 at Reel/Frame 7032/0439 (the “IP Security Agreement”) in favor of the Agent for the Secured Parties; and

WHEREAS, pursuant to the IP Security Agreement, the Grantor jointly and severally granted to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in and to all of the following property, whether then owned by or owing to, or thereafter acquired by or arising in favor of the Grantor, and regardless of where located (all of which are collectively referred to herein as the “Released Collateral”):

(a) all (i) trademarks, service marks, common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the Requirements of Law of any jurisdiction in the world, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) renewals of the foregoing; (iii) income, royalties, damages, and payments then or thereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; (iv) rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) rights corresponding to any of the foregoing (“Trademarks”), including all Trademark registrations and applications for Trademark registration in the USPTO listed on Schedule I thereto;

(b) any and all (i) patents and patent applications; (ii) inventions described and claimed therein; (iii) reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (iv) income, royalties, damages, claims, and payments then or thereafter due or payable under and with respect thereto, including damages and payments for past and future infringements thereof; (v) rights to sue for past, present, and future infringements thereof; and (vi) rights corresponding to any of the foregoing (“Patents”);

(c) all (i) copyrights, rights and interests in copyrights, works protectable by copyright whether published or unpublished, copyright registrations and copyright applications; (ii) renewals of any of the foregoing; (iii) income, royalties, damages, and payments then or thereafter due or payable under any of the foregoing, including damages or payments for past or future infringements

for any of the foregoing; (iv) rights to sue for past, present, and future infringements of any of the foregoing; and (e) rights corresponding to any of the foregoing (“Copyrights”); and

(d) all Proceeds of the foregoing;

in each case to the extent the foregoing items constituted Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of itself and the Secured Parties, agrees as follows:

SECTION 1. Terms. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Security Agreement or the IP Security Agreement, as applicable.

SECTION 2. Release of Security Interest. The Agent, without representation, warranty or recourse, hereby (a) terminates, cancels, discharges and releases the security interest in all right, title or interest of the Grantor in or to any and all Released Collateral, including, but not limited to, the foregoing listed on Schedule I attached hereto, granted pursuant to the Security Agreement or the IP Security Agreement and (b) authorizes the recordation of this Release with the USPTO at the Grantor’s expense.

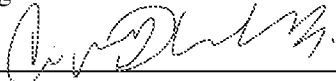
SECTION 3. Governing Law. This Release and any claim, controversy or dispute arising under or related to this Release, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

SECTION 4. Counterparts. This Release may be executed in one or more counterparts and by different signatories in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts when taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Release by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has duly executed this Release as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Agent

By:  _____

Name: **Authorized Signatory**

Title: **Vipul Dhadda**

By:  _____

Name: **Jessica Gavarkovs**

Title: **Authorized Signatory**

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK
REGISTRATION

Granting Party	Mark	Registration Number	Serial Number	Registration Date
The Howard E. Nyhart Company Incorporated	NEXTGEN401K	3878065	77-907145	11-16-2010
The Howard E. Nyhart Company Incorporated	NYHART	3989279	85-170238	07-05-2011
The Howard E. Nyhart Company Incorporated	VOTAIRE	5115738	86-806851	01-03-2017