

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM667513

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of Montreal		08/13/2021	A Canadian Chartered Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Livingston International, Inc.		
<b>Street Address:</b>	150 Pierce Road		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Itasca		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60143		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Livingston International Professional Services, LLC		
<b>Street Address:</b>	20700 Civic Center Drive		
<b>City:</b>	Southfield		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48076		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	South Ranch, Inc.		
<b>Street Address:</b>	150 Pierce Road		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Itasca		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60143		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2513559	GLOBAL TRADE MANAGEMENT	
<b>Registration Number:</b>	2155264	INSIGHT	
<b>Registration Number:</b>	4661902	LIVINGSTON	
<b>Registration Number:</b>	4661903	LIVINGSTON	
<b>Registration Number:</b>	5120171	SIMPLIFY TRADE	
<b>TRADEMARK</b>			

Property Type	Number	Word Mark
Registration Number:	5120172	SIMPLIFY TRADE
Registration Number:	3742394	SMARTBORDER
Registration Number:	2663864	TRADEPRISM
Registration Number:	2480919	TRADESPHERE

**CORRESPONDENCE DATA**

Fax Number: 2127557306

*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: 212-326-3939

Email: cartigas@jonesday.com, mmisitigh@jonesday.com

Correspondent Name: Carine Artigas

Address Line 1: 250 Vesey Street

Address Line 4: New York, NEW YORK 10281

NAME OF SUBMITTER:	Melanie H. Misitigh
SIGNATURE:	/Melanie H. Misitigh/
DATE SIGNED:	08/13/2021

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**

This Termination and Release of Trademark Security Agreement, dated as of August 13 2021 (this “Release”), is made by Bank of Montreal, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Creditors, in favor of (i) Livingston International, Inc., a Delaware corporation, (ii) Livingston International Professional Services, LLC, a Delaware limited liability company, and (iii) South Ranch, Inc., a New York corporation (the parties listed in the foregoing clauses (i) through (iii), each a “Grantor” and collectively, the “Grantors”).

WHEREAS, reference is made to that certain Second Lien U.S. Security Agreement, dated as of April 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors, the other parties party thereto and the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Collateral Agent for the ratable benefit of the Secured Creditors, a continuing security interest (the “Security Interest”) in certain Trademark Collateral, including the Marks listed on Schedule 1 hereto (collectively, the “Released Collateral”);

WHEREAS, in connection with the Security Agreement, the Grantors executed and delivered that certain Second Lien U.S. Trademark Security Agreement, dated as of April 30, 2019, made by each Grantor in favor of the Collateral Agent (the “Trademark Security Agreement”) for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on 05/01/2019 at Reel/Frame 6635/0081; and

WHEREAS, at the request of the Grantors, the Collateral Agent has agreed to evidence and confirm the termination and release of its Security Interest in the Released Collateral pursuant to, and in accordance with, the terms of the Security Agreement.

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

1. Defined Terms. Unless otherwise defined herein or the context requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement and the Security Agreement, as applicable.

2. Release. The Collateral Agent hereby (i) fully and finally releases, discharges, and terminates, and reassigns to each Grantor, without representation or warranty of any kind, (a) its Security Interest in all of such Grantor’s right, title and interest in and to the Released Collateral and (b) any and all other rights it may have under the Security Agreement or the Trademark Security Agreement other than any rights that expressly survive termination thereof, (ii) agrees that it shall, at the expense of the Grantors, execute all other documents and do all other acts reasonably necessary to relinquish and effect the release of such rights and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and subject to review and approval by Collateral Agent’s counsel, any other filings reasonably necessary to

evidence release and termination of its rights under the Security Agreement or the Trademark Security Agreement with respect to the Released Collateral.

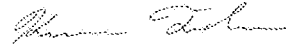
3. Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile will be as effective as delivery of a manually executed counterpart of this Release.

4. Governing Law. The validity of this Release, the construction, interpretation, and enforcement hereof, the rights of the parties hereto with respect to all matters arising hereunder or related hereto, and any claims, controversies or disputes arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with, the laws of the State of New York.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

**BANK OF MONTREAL**, as Collateral  
Agent

By:   
Name: Kemmons Feldman  
Title: Director

**SCHEDULE 1**

**Released Collateral**

**U.S. Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Livingston International Professional Services, LLC	2513559	GLOBAL TRADE MANAGEMENT
Livingston International, Inc.	2155264	INSIGHT
Livingston International Inc.	4661902	LIVINGSTON
Livingston International Inc.	4661903	
Livingston International Inc.	5120171	SIMPLIFY TRADE
Livingston International Inc.	5120172	
South Ranch, Inc.	3742394	SMARTBORDER
Livingston International Professional Services, LLC	2663864	TRADEPRISM
Livingston International Professional Services, LLC	2480919	TRADESPHERE

**U.S. Trademark Applications:**

None.