

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669142

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT RECORDED AT 5922/0496		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUDAX PRIVATE DEBT LLC, as successor collateral agent to NEW MOUNTAIN FINANCE SERVICING, L.L.C.		08/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LRWMOTIVEQUEST, LLC F/K/A MOTIVEQUEST LLC		
Street Address:	200 S. Wacker Dr., Suite 1600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3586913	MOTIVEQUEST	
Registration Number:	4574606	MOTIVESCAPE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1455153 NM5		
NAME OF SUBMITTER:	Christian Craft		
SIGNATURE:	/Christian Craft/		
DATE SIGNED:	08/20/2021		
Total Attachments: 3			

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RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT** (the "Trademark Security Release") is made as of August 19, 2021, by **AUDAX PRIVATE DEBT LLC**, as successor collateral agent to **NEW MOUNTAIN FINANCE SERVICING, L.L.C.** (in such capacity, the "Collateral Agent"), in favor of **LRWMOTIVEQUEST, LLC F/K/A MOTIVEQUEST LLC** (the "Grantor").

WITNESSETH

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement, dated as of June 30, 2015, by and among Grantor, the other grantors party thereto and New Mountain Finance Servicing, L.L.C. (as heretofore amended, supplemented or otherwise modified, the "Security Agreement") and (ii) that certain Second Lien Trademark Security Agreement, dated as of October 19, 2016, by and between Grantor and New Mountain Finance Servicing, L.L.C. (the "Trademark Security Agreement"; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Trademark Security Agreement), the Grantor granted the Collateral Agent a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all Collateral (as defined in the Security Agreement), including, without limitation, the Trademarks identified on Schedule 1 attached hereto (the "Trademark Security Interest");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 17, 2016 at Reel 5922, Frame 0496;

WHEREAS, the Grantor has satisfied in full the terms of the Pledge and Security Agreement and Trademark Security Agreement and requests a release of the Trademark Security Interest; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the Trademark Security Interest as provided in this Trademark Security Release.

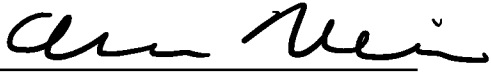
NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

1. Collateral Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the Trademark Security Agreement, (b) irrevocably releases, relinquishes, terminates and discharges the Trademark Security Interest in its entirety and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to any of the Trademarks (including, without limitation, its interest in the trademarks and U.S. trademark registrations and applications identified on Schedule 1 attached hereto) and associated common law rights and goodwill appurtenant thereto.
2. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Trademark Security Release.
3. At the request and sole expense of Grantor, Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Trademark Security Release.
4. 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.

[Signature page follows]

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

AUDAX PRIVATE DEBT LLC,
as Collateral Agent

By: 

Name: Adam Weiss

Title: Authorized Signatory

Schedule 1

Trademarks, Trademark Applications and Trademark Licenses

Group Company	Service Mark	Country	Appln. No./ Filing Date	Reg. No./ Reg. Date
LRWMOTIVEQUEST, LLC	MOTIVEQUEST	United States of America	77539933/ August 5, 2008	3586913/ March 10, 2019
LRWMOTIVEQUEST, LLC	MOTIVESCAPE	United States of America	85958313/ June 12, 2013	4574606/ July 29, 2014