

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669163

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT RECORDED AT 6681/0479

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AUDAX PRIVATE DEBT LLC, as Collateral Agent		08/19/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	KELTON RESEARCH, LLC (F/K/A STRATIVITY GROUP, LLC)
Street Address:	1900 Avenue of the Stars, Suite 1600
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5335702	BE. LEAD. DO!
Registration Number:	5335701	BE. LEAD. DO!
Registration Number:	4936468	CX MASTERS
Registration Number:	4959817	CX MASTERS
Serial Number:	87662207	FUTURE READY IMPACT
Registration Number:	4820599	STRATIVITY
Registration Number:	4820600	STRATIVITY
Registration Number:	5713142	TOUCHPOINT DASHBOARD
Registration Number:	4775309	UNLOCK EXCEPTIONAL

CORRESPONDENCE DATA

Fax Number:

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: 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

TRADEMARK

ATTORNEY DOCKET NUMBER:	1455153 L2
NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	08/20/2021
Total Attachments: 3 source=L2 Second Lien Trademark Security Agreement Release (Strativity) - 6681.0479#page2.tif source=L2 Second Lien Trademark Security Agreement Release (Strativity) - 6681.0479#page3.tif source=L2 Second Lien Trademark Security Agreement Release (Strativity) - 6681.0479#page4.tif	

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 collateral agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "Collateral Agent"), in favor of **KELTON RESEARCH, LLC** (f/k/a STRATIVITY GROUP, LLC) (the "Grantor").

WITNESSETH

WHEREAS, pursuant to (i) that certain Amended and Restated Pledge and Security Agreement, dated as of June 28, 2019, by and among Grantor, the other grantors party thereto and the Collateral Agent (as heretofore amended, supplemented or otherwise modified, the "Security Agreement") and (ii) that certain Second Lien Trademark Security Agreement, dated as of June 28, 2019, by and between Grantor and Collateral Agent (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 June 28, 2019 at Reel 6681, Frame 0479;

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
Kelton Research, LLC (f/k/a Strativity Group, LLC)	BE LEAD DO! and Design 	U.S.	86/325523 01-Jul-2014	5335702 14-Nov- 2017
Kelton Research, LLC (f/k/a Strativity Group, LLC)	BE. LEAD. DO!	U.S.	86/325508 01-Jul-2014	5335701 14-Nov- 2017
Kelton Research, LLC (f/k/a Strativity Group, LLC)	CX MASTERS	U.S.	86/745577 02-Sep-2015	4936468 12-Apr-2016
Kelton Research, LLC (f/k/a Strativity Group, LLC)	CX MASTERS and Design 	U.S.	86/746049 02-Sep-2015	4959817 17-May- 2016
Kelton Research, LLC (f/k/a Strativity Group, LLC)	FUTURE READY IMPACT	U.S.	87/662207 27-Oct-2017	
Kelton Research, LLC (f/k/a Strativity Group, LLC)	STRATIVITY	U.S.	86/279602 13-May- 2014	4820599 29-Sep-2015
Kelton Research, LLC (f/k/a Strativity Group, LLC)	STRATIVITY and Design 	U.S.	86/279619 13-May- 2014	4820600 29-Sep-2015
Kelton Research, LLC (f/k/a Strativity Group, LLC)	TOUCHPOINT DASHBOARD	U.S.	88/048430 23-Jul-2018	5713142 02-Apr-2019
Kelton Research, LLC (f/k/a Strativity Group, LLC)	UNLOCK EXCEPTIONAL	U.S.	86/279627 13-May- 2014	4775309 21-Jul-2015