

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at R/F 5290/0515		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Massachusetts Business Development Corporation		09/09/2021	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	PanelClaw Group, Inc.		
Street Address:	1600 Osgood Street		
Internal Address:	Suite 2023		
City:	North Andover		
State/Country:	MASSACHUSETTS		
Postal Code:	01845		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4366054	SUN BEAR	
Registration Number:	4316401	KODIAK BEAR	
Registration Number:	4182829	PANDA BEAR	
Registration Number:	3812593	PANEL CLAW	
Registration Number:	3733334	POLAR BEAR	
Registration Number:	3928981	GRIZZLY BEAR	
Registration Number:	3636994	PANELCLAW	
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:	069363-0002		
NAME OF SUBMITTER:	Angela M. Amaru		

CH \$190.00 4366054

SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	09/09/2021
Total Attachments: 4 source=Esdec- Trademark Release (MBDC) Executed (126325966.1)#page1.tif source=Esdec- Trademark Release (MBDC) Executed (126325966.1)#page2.tif source=Esdec- Trademark Release (MBDC) Executed (126325966.1)#page3.tif source=Esdec- Trademark Release (MBDC) Executed (126325966.1)#page4.tif	

RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (“Release”) is made as of this 9th day of September, 2021 (the “Effective Date”), by The Massachusetts Business Development Corporation, a Massachusetts corporation (“MBDC”), in favor of PanelClaw Group, Inc., a Delaware corporation (“Obligor”). Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms, directly or by reference, in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to that certain Secured Guaranty dated as of May 29, 2014, executed by Obligor in favor of MBDC and arising out of certain loan transactions between MBDC and PanelClaw, Inc. (the “Secured Guaranty”), Obligor executed and delivered in favor of MBDC that certain Trademark Security Agreement dated as of May 29, 2014 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office on May 29, 2014 at Reel/Frame 5290/0515;

WHEREAS, pursuant to the Secured Guaranty and the Trademark Security Agreement, to secure payment and performance of all obligations of Obligor to MBDC whether such obligations were direct or indirect, absolute or contingent, due or to become due pursuant to the Secured Guaranty, Obligor granted to MBDC a first priority security interest in, and conditionally assigned to MBDC without transferring title to (the “Security Interest”) all of Obligor’s right, title and interest in and to the following (collectively, the “Collateral”): (a) each of the trademarks, and rights and interests protectible as trademarks, which were then, or thereafter may have been, owned, created, acquired or used (whether pursuant to a license or otherwise) by Obligor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights; (b) all of Obligor’s right, title and interest, in and to the trademarks and trademark registrations listed on Schedule A attached hereto; (c) all of Obligor’s right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country, and to apply for, renew and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Obligor or in the name of MBDC for past, present and future infringements of the trademarks, registrations or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill; (d) all general intangibles and goodwill relating to the foregoing; and (e) all proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing; and

WHEREAS, MBDC has agreed to terminate and release the Security Interest in the Collateral.


NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MBDC hereby (i) terminates the Trademark Security Agreement, (ii) terminates and releases the Security Interest in the Collateral, and (iii) reassigns to the Obligor any right, title or interest MBDC may have in the Collateral, in each case without recourse to MBDC and without representation or warranty of any kind.

Obligor, and any successor to Obligor (including any person or entity hereafter holding any right, title or interest in and to the Collateral), is hereby authorized to record this Release with the United States Patent and Trademark Office.

[Signature Page Follows]


IN WITNESS WHEREOF, MBDC has caused this Release to be executed by its authorized officer as of the Effective Date.

THE MASSACHUSETTS BUSINESS DEVELOPMENT CORPORATION

By: 
Name: Stanley J. Horsman
Title: Director of Business Finance

SCHEDULE A

Trademarks

TRADEMARK	REGISTRATION NUMBER	ISSUE DATE
SUN BEAR	4366054	July 9, 2013
KODIAK BEAR	4316401	April 9, 2013
PANDA BEAR	4182829	July 31, 2012
	3812593	July 6, 2010
POLAR BEAR	3733334	January 5, 2010
GRIZZLY BEAR	3928981	March 8, 2011
PANELCLAW	3636994	June 9, 2009