# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM678845

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST		10/01/2021	DELAWARE STATUTORY TRUST: DELAWARE

## **RECEIVING PARTY DATA**

Name:	IPC SYSTEMS, INC.
Street Address:	HARBORSIDE FINANCIAL CENTER, 3 SECOND STREET PLAZA 10, 15TH FLOOR
City:	JERSEY CITY
State/Country:	NEW JERSEY
Postal Code:	07311
Entity Type:	Corporation: DELAWARE

# **PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	1430084	TRADENET
Registration Number:	2777428	IPC
Registration Number:	3790603	NEXUS SUITE
Registration Number:	3618187	IPC
Registration Number:	3568502	MAXACCESS 1000
Registration Number:	3690541	TRADECARE
Registration Number:	3341474	IQ/MAX
Registration Number:	4150814	UNIGY
Registration Number:	4183967	TRANSFORM TRADING WORKFLOW
Registration Number:	4317633	UNIGY
Registration Number:	4659870	BLUE WAVE
Registration Number:	4377155	CONNEXUS
Registration Number:	4359372	BLUE WAVE
Serial Number:	85857428	UNIGY

## CORRESPONDENCE DATA

Fax Number: 2124464900

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.

TRADEMARK

REEL: 007442 FRAME: 0375 900647560

**Email:** susan.zablocki@kirkland.com

Correspondent Name: SUSAN ZABLOCKI
Address Line 1: KIRKLAND & ELLIS LLP
Address Line 2: 601 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	46209-3
NAME OF SUBMITTER:	SUSAN ZABLOCKI
SIGNATURE:	/susan zablocki/
DATE SIGNED:	10/04/2021

## **Total Attachments: 4**

source=IPC - Payoff - IPSA Release re Midcap - Release of Trademarks (Oct-01-21) (From DPW) (Executed)\_(80406947\_1)#page1.tif

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TRADEMARK REEL: 007442 FRAME: 0376

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "<u>Release</u>"), dated as of October 1, 2021 (the "<u>Effective Date</u>"), is made by MIDCAP FINANCIAL TRUST, in its capacity as Collateral Agent (the "<u>Agent</u>"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain First Lien Collateral Agreement, dated as of April 26, 2018, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Collateral Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered a First Lien Trademark Security Agreement, dated as of April 26, 2018, (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 27, 2018 at Reel/Frame 6321/0700;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth on Schedule I attached hereto, arising under the Collateral Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature Pages Follow]

TRADEMARK
REEL: 007442 FRAME: 0377

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

## **AGENT:**

# MIDCAP FINANCIAL TRUST, acting in its capacity as Collateral Agent

By: Apollo Capital Management, L.P.,

its investment manager

By: Apollo Capital Management, GP,

LLC, its general partner

By:\_\_\_\_\_

Name: Maurice Amsellem Title: Authorized Signatory **GRANTOR:** 

IPC SYSTEMS, INC.

Name: Adam S. Bozek

Title: Vice President

# Schedule I

# **Trademark Registrations**

Title	Reg. No.	Current Owner
TRADENET	1430084	IPC Systems, Inc.
IPC	2777428	IPC Systems, Inc.
IQ/MAX	3341474	IPC Systems, Inc.
MAXACCESS 1000	3568502	IPC Systems, Inc.
IPC & DESIGN	3618187	IPC Systems, Inc.
TRADECARE	3690541	IPC Systems, Inc.
NEXUS SUITE	3790603	IPC Systems, Inc.
UNIGY	4150814	IPC Systems, Inc.
TRANSFORM TRADING WORKFLOW	4183967	IPC Systems, Inc.
UNIGY & DESIGN	4317633	IPC Systems, Inc.
BLUE WAVE	4359372	IPC Systems, Inc.
CONNEXUS	4377155	IPC Systems, Inc.
BLUE WAVE	4659870	IPC Systems, Inc.

# **Trademark Applications**

UNIGY & DESIGN	App. No. 85/857428	Current Owner  IPC Systems, Inc.
		I IPU SVSIEMS INC

KE 79861659.1

**RECORDED: 10/04/2021** 

TRADEMARK REEL: 007442 FRAME: 0380