

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681383

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	8		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golub Capital Markets LLC		10/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MotionSoft, Inc.		
Street Address:	600 University Park Place, Suite 500		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35209		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4755763	IDEAS IMPLEMENTED	
Registration Number:	4083378	GET THEM. KEEP THEM. KNOW THEM.	
Registration Number:	3093132	ECLUBLOGIC	
Registration Number:	3581436	MOTIONSOFT	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-841-0406		
Email:	melissa.karasavidis@ropesgray.com		
Correspondent Name:	Melissa Karasavidis, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036-8704		
ATTORNEY DOCKET NUMBER:	111120-0007-013		
NAME OF SUBMITTER:	Melissa Karasavidis		
SIGNATURE:	/Melissa Karasavidis/		
DATE SIGNED:	10/15/2021		

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Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 15, 2021, is made by Golub Capital Markets LLC, as administrative agent (in such capacity, the “Grantee”), in favor of MotionSoft, Inc. (the “Grantor”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement whether directly therein or by reference to another agreement.

WHEREAS, (i) the Grantor, the Grantee and others are parties to that certain Guaranty and Security Agreement, dated as of September 22, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and (ii) the Grantor and the Grantee are parties to that certain Trademark Security Agreement, dated as of November 18, 2020 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Grantee for the benefit of the Secured Parties a Lien on and security interest in (the “Security Interest”) all of the Grantor’s right, title and interest in, to and under the Trademarks, Trademark registrations and Trademark applications referred to on Schedule A annexed hereto, (b) all renewals and extensions of the foregoing, (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark, and (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (the “USPTO”) on November 19, 2020 at Reel 7110 and Frame 0401; and


WHEREAS, the Grantee has agreed to terminate the Trademark Security Agreement and release the Security Interest in, to and under the Trademark Collateral and reassign any and all rights in the same to the Grantor.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby (i) terminates the Trademark Security Agreement, (ii) terminates, releases, relinquishes and discharges fully the Security Interest in the Trademark Collateral, and (iii) reassigns and transfers to the Grantor, any and all right, title and interest it may have in, to or under the Trademark Collateral, in each case without representation, warranty or recourse of any kind. The Grantee hereby authorizes the Grantor, or its successors (including any person or entity hereafter having any right, title or interest in and to the Trademark Collateral), at the Grantor’s sole expense, to record this document with the USPTO and any other applicable governmental office or agency. The Grantee further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this document, it being understood that such recordation shall be at the Grantor’s sole expense.

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IN WITNESS WHEREOF, the Grantee has caused this Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

GOLUB CAPITAL MARKETS LLC,
as Administrative Agent

By:  _____

Name: Robert G. Tuchscherer

Title: Senior Managing Director

SCHEDULE A

Trademark Registrations

I. Registered Trademarks

Mark	Registration Date	Registration No.
IDEAS IMPLEMENTED	6/16/15	4755763
Get Them. Keep Them. Know Them.	1/10/12	4083378
eClubLogic	5/16/06	3093132
MOTIONSOFT	2/24/09	3581436