

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM685890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virtus Group, LP		11/01/2021	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	MIDPOINT BEARING, LLC		
Street Address:	101 Huntington Avenue		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5137286	KNOWLEDGE THROUGH EXPERIENCE	
Registration Number:	4287740	MIDPOINT BEARING	
Registration Number:	4287741	MIDPOINT BEARING	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18876.515068		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/Moira Sheehan/		
DATE SIGNED:	11/04/2021		
Total Attachments: 4			
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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This **Termination and Release of Trademark Security Agreement**, dated as of November 1, 2021 (this “**Release**”), is made by VIRTUS GROUP, LP, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement) (in such capacity, the “**Administrative Agent**”), in favor of MIDPOINT BEARING, LLC, a Delaware limited liability company, (the “**Grantor**”).

WHEREAS, reference is made to that certain Trademark Security Agreement, dated as of September 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other parties party thereto and the Administrative Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties, a continuing security interest (the “**Security Interest**”) in certain Trademark Collateral, including the Marks listed on Schedule 1 hereto (collectively, the “**Released Collateral**”);

WHEREAS, in connection with the Security Agreement, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of September 30, 2021, made by Grantor in favor of the Administrative Agent (the “**Trademark Security Agreement**”) for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on October 5, 2021 at Reel/Frame 7443/0436; and

WHEREAS, at the request of the Grantor, the Administrative Agent has agreed to evidence and confirm the termination and release of its Security Interest in the Released Collateral pursuant to, and in accordance with, the terms of the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent and the Grantor hereby agree as follows:

1. **Defined Terms.** Unless otherwise defined herein or the context requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement and the Security Agreement, as applicable.

2. **Release.** The Administrative Agent hereby (i) fully and finally releases, discharges, and terminates, and reassigns to Grantor, without representation or warranty of any kind, (a) its Security Interest in all of such Grantor’s right, title and interest in and to the Released Collateral and (b) any and all other rights it may have under the Security Agreement or the Trademark Security Agreement other than any rights that expressly survive termination thereof, (ii) agrees that it shall, at the expense of the Grantor, execute all other documents and do all other acts reasonably necessary to relinquish and effect the release of such rights and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and subject to review and approval by Administrative Agent’s counsel, any other filings reasonably necessary to evidence release and termination of its rights under the Security Agreement or the Trademark Security Agreement with respect to the Released Collateral.

3. Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile will be as effective as delivery of a manually executed counterpart of this Release.

4. Governing Law. The validity of this Release, the construction, interpretation, and enforcement hereof, the rights of the parties hereto with respect to all matters arising hereunder or related hereto, and any claims, controversies or disputes arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with, the laws of the State of New York.

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

VIRTUS GROUP, LP, as Administrative
Agent

By: Rocket Partners Holdings, LLC, its
General Partner

By:



Name: Joseph U. Elston
Title: Senior Vice President

SCHEDULE 1

Released Collateral

Registrations:

Trademark	Application/Registration Date	Status	Application/ Registration No.
<u>KNOWLEDGE THROUGH EXPERIENCE</u>	June 28, 2016 / February 7, 2017	Registered	RN: 5137286 SN: 87086954
<u>MIDPOINT BEARING</u>	December 7, 2011 / February 12, 2013	Registered	RN: 4287740 SN: 85489944
<u>MIDPOINT BEARING and Design</u>	December 7, 2011 / February 12, 2013	Registered	RN: 4287741 SN: 85489982