

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MONROE CAPITAL MANAGEMENT ADVISORS, LLC		11/03/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Mi9 Retail, Inc.		
Street Address:	12000 BISCAYNE BLVD		
City:	MIAMI		
State/Country:	FLORIDA		
Postal Code:	33181		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3133362	JUSTENOUGH	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	(312) 861-2000		
Email:	luis.moreau@kirkland.com		
Correspondent Name:	KIRKLAND & ELLIS LLP - Luis Moreau		
Address Line 1:	300 North LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	40105-195		
NAME OF SUBMITTER:	Luis Moreau		
SIGNATURE:	/Luis Moreau/		
DATE SIGNED:	11/09/2021		
Total Attachments: 4			
source=Trademark Release and Reassignment - Monroe (Execution)#page1.tif			
source=Trademark Release and Reassignment - Monroe (Execution)#page2.tif			
source=Trademark Release and Reassignment - Monroe (Execution)#page3.tif			

CH \$40.00 3133362

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 3, 2021, by MONROE CAPITAL MANAGEMENT ADVISORS, LLC, in its capacity as the successor administrative agent ("Successor Agent") to PNC Bank, National Association ("PNC"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Mi9 Retail, Inc., a Delaware Corporation (the "Grantor"), and PNC were parties to that certain Trademark Security Agreement, dated as of November 2, 2018 (as supplemented by the Supplement (as defined below), the "Security Agreement"), pursuant to which the Grantor granted a security interest to PNC in certain trademarks, including the Trademark Collateral (as defined below), as security for certain obligations owing by Grantor to PNC;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on November 05, 2018, at Reel 6475, Frame 0177;

WHEREAS, the Security Agreement was supplemented by that certain Supplement to Trademark Security Agreement, dated as of October 9, 2019 (the "Supplement"), by and among Mi9 Inc., a Delaware corporation formerly known as JustEnough Software Corporation, Inc., on its own behalf and as successor by merger to Software Development, Inc. and MyWebGrocer, Inc., each other Grantor listed on the signature pages thereto and PNC, pursuant to which the trademarks in the Security Agreement were replaced by the trademarks listed on Schedule A to the Supplement;

WHEREAS, the Supplement was recorded by the Trademark Division of the United States Patent and Trademark Office on October 09, 2019, at Reel 6767, Frame 0392;

WHEREAS, the Trademark Security Interest Agent Agreement, dated as of January 17, 2020 (the "Assignment"), by and among PNC and Successor Agent was recorded by the Trademark Division of the United States Patent and Trademark Office on January 17, 2020, at Reel 6841, Frame 0211, pursuant to which PNC assigned its rights under the Security Agreement and Supplement to Successor Agent; and

WHEREAS, the Grantor has requested that Successor Agent release its security interest in certain trademark included in the Trademark Collateral and reassign any and all rights in the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Successor Agent hereby releases its security interest in all of the Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):

(i) each trademark, trademark registration, and trademark application listed on **Schedule A** hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark,

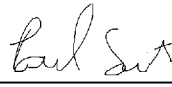
trademark registration, or trademark application listed on **Schedule A** hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

2. Successor Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent's right, title and interest in and to the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as "Successor Agent"

By: 
Name: Paul Seitz
Its: Duly Authorized Signatory

Trademark Release and Reassignment

TRADEMARK
REEL: 007488 FRAME: 0879

SCHEDULE A

Registered Trademarks and Trademark Applications

Mark	Serial or Registration No.	Status	Owner
JUSTENOUGH	3,133,362	Registered	MI9 INC.