

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medley Capital LLC		11/05/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Imagequix, LLC		
Street Address:	301 N West St.		
Internal Address:	Suite 107		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27502		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4399958	IMAGEQUIX	
Registration Number:	4403097	IMAGEQUIX IQ	
Registration Number:	5009706	SMART FULFILLMENT	
Registration Number:	5009705	SMART ORDERING	
Registration Number:	5009704	SMART POS	
Registration Number:	5079957	SMART PRE-ORDER	
Registration Number:	5005229	SMART PRICE SHEETS	
Registration Number:	5005230	SMART TAG	
Registration Number:	5005228	SMART TEMPLATES	
Registration Number:	5176891	WAY SMARTER	
Serial Number:	87357418	FREESTYLE	
Serial Number:	86514762	SMARTER	
Serial Number:	87687275	WHERE HIGH-VOLUME MEETS HIGH-EFFICIENCY	
Serial Number:	87687260	PHOTOGRAPHY WITH A PLAN	
Serial Number:	87361748	BLUEPRINT	
Serial Number:	87357408	BLU PRINT	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number:

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.

Phone: 14155911000
Email: TrademarksSF@winston.com
Correspondent Name: Laura M. Franco
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Laura M. Franco
SIGNATURE:	/Laura M. Franco/ mp
DATE SIGNED:	11/19/2021

Total Attachments: 5

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**RELEASE OF SECURITY INTEREST IN UNITED STATES
TRADEMARK**

THIS RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARK (this “*Release*”) is made as of November 5, 2021, by MEDLEY CAPITAL LLC, a Delaware limited liability company (“*Medley*”), in its capacity as collateral agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”), in favor of IMAGEQUIX, LLC (“*Grantor*”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of May 30, 2018, by the Grantor in favor of the Collateral Agent (the “*Trademark Security Agreement*”), the Grantor mortgaged and pledged to the Collateral Agent for the benefit of the Secured Parties, and granted to the Collateral Agent for the benefit of the Secured Parties a Lien on and a security interest in, all of its right, title and interest in, to and under all of the Trademark Collateral of such Grantor including the Trademarks and Trademark Licenses specifically listed on Schedule A attached hereto (the Trademarks and Trademark Licenses identified on Schedule A hereto, the “*Released Trademarks*”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 31, 2018 at Reel 6339, Frame 0057; and

WHEREAS, Collateral Agent now desires to terminate and release its lien on and security interest in and to the Released Trademark and reassign and retransfer to the Grantor all of the Collateral Agent’s rights, title and interest in and to the Released Trademark.

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

1. Collateral Agent hereby terminates and releases its security interest in and to (i) the Released Trademark providing for the grant by or to such Grantor of any right under any Trademark, (ii) all renewals and extensions of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each such Released Trademark, and (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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. If and to the extent that Collateral Agent has acquired any right, title or interest in, to or under any of the foregoing, it hereby reassigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by Collateral Agent, any and all of Collateral Agent’s right, title, and interest in and to the foregoing.

2. Nothing contained in this Release shall be construed as a termination, release, retransfer or reassignment of any security interest, if any, or any right, title and interest which the Collateral Agent may have in the Trademark Collateral which has not been specifically identified on Schedule A hereto or any other collateral described in the Trademark Security Agreement or otherwise.

3. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereto.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the date first written above.

MEDLEY CAPITAL LLC,
a Delaware limited liability company,
as Collateral Agent

DocuSigned by:

Richard Allorto

By: _____

AB6513F9B32547A

Name: Richard T. Allorto, Jr
Title: Chief Financial Officer

SCHEDULE A

Trademark Registration

OWNER/ APPLICANT	TRADEMARK NAME	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE	JURISDICTION
ImageQuix, LLC	IMAGEQUIX	4,399,958	09/10/2013	United States
ImageQuix, LLC	IMAGEQUIX IQ	4,403,097	09/17/2013	United States
ImageQuix, LLC	SMART FULFILLMENT	5,009,706	07/26/2016	United States
ImageQuix, LLC	SMART ORDERING	5,009,705	07/26/2016	United States
ImageQuix, LLC	SMART POS	5,009,704	07/26/2016	United States
ImageQuix, LLC	SMART PRE- ORDER	5,079,957	11/08/2016	United States
ImageQuix, LLC	SMART PRICE SHEETS	5,005,229	07/19/2016	United States
ImageQuix, LLC	SMART TAG	5,005,230	07/19/2016	United States
ImageQuix, LLC	SMART TEMPLATES	5,005,228	07/19/2016	United States
ImageQuix, LLC	WAY SMARTER	5,176,891	04/04/2017	United States

Trademark Applications

OWNER/ APPLICANT	TRADEMARK NAME	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE	JURISDICTION
ImageQuix, LLC	FREESTYLE	87/357,418	03/03/2017	United States
ImageQuix, LLC	SMARTER	86/514,762	01/26/2015	United States
ImageQuix, LLC	WHERE HIGH VOLUME MEETS HIGH EFFICIENCY	87/687,275	11/16/2017	United States
ImageQuix, LLC	PHOTOGRAPHY WITH A PLAN	87/687,260	11/16/2017	United States
ImageQuix, LLC	BLUEPRINT	87/361,748	03/07/2017	United States
ImageQuix, LLC	BLUEPRINT	87/357,408	03/03/2017	United States

Trademark Licenses

None.