

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM689260

|   |                                 |                       |  |
|---|---------------------------------|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                  |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | RELEASE OF SECURITY INTEREST    |                       |  |
| <b>CONVEYING PARTY DATA</b>   |                                 |                       |  |
| <b>Name</b>   | <b>Formerly</b>                 | <b>Execution Date</b> | <b>Entity Type</b>                     |
| Medley Capital LLC  |                                 | 11/05/2021            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                 |                       |  |
| <b>Name:</b>  | Foothold Technology, Inc.       |                       |  |
| <b>Street Address:</b>  | 36 East 12th Street             |                       |  |
| <b>Internal Address:</b>  | 5th Floor                       |                       |  |
| <b>City:</b>  | New York                        |                       |  |
| <b>State/Country:</b>   | NEW YORK                        |                       |  |
| <b>Postal Code:</b>   | 10003                           |                       |  |
| <b>Entity Type:</b>   | Corporation: DELAWARE           |                       |  |
| <b>PROPERTY NUMBERS Total: 4</b>  |                                 |                       |  |
| <b>Property Type</b>  | <b>Number</b>                   | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 5163144                         | PLANBUILDER           |  |
| <b>Registration Number:</b>   | 3594124                         | AWARDS                |  |
| <b>Registration Number:</b>   | 3546444                         | BILLINGBUILDER        |  |
| <b>Registration Number:</b>   | 2581406                         | FOOTHOLD TECHNOLOGY   |  |
| <b>CORRESPONDENCE DATA</b>  |                                 |                       |  |
| <b>Fax Number:</b>  |                                 |                       |  |
| <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> |                                 |                       |  |
| <b>Phone:</b>   | 14155911000                     |                       |  |
| <b>Email:</b>   | TrademarksSF@winston.com        |                       |  |
| <b>Correspondent Name:</b>  | Laura M. Franco                 |                       |  |
| <b>Address Line 1:</b>  | 101 California Street           |                       |  |
| <b>Address Line 4:</b>  | San Francisco, CALIFORNIA 94111 |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Laura M. Franco                 |                       |  |
| <b>SIGNATURE:</b>   | /Laura M. Franco/ mp            |                       |  |
| <b>DATE SIGNED:</b>   | 11/19/2021                      |                       |  |
| <b>Total Attachments: 4</b>   |                                 |                       |  |
| source=Medley Capital LLC to Foothold Technology, Inc. trademark security interest release#page1.tif  |                                 |                       |  |

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source=Medley Capital LLC to Foothold Technology, Inc. trademark security interest release#page4.tif

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

THIS RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (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 Foothold Technology, Inc. ("*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 Trademark Security Agreement, dated as of September 14, 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 September 14, 2018 at Reel 6466, Frame 0084; and

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

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 Trademarks 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 Trademarks, 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 Registrations

| OWNER/<br>APPLICANT          | TRADEMARK<br>NAME      | REGISTRATION/<br>APPLICATION<br>NUMBER | REGISTRATION/<br>APPLICATION<br>DATE | JURISDICTION  |
|------------------------------|------------------------|--|--------------------------------------|---------------|
| Foothold<br>Technology, Inc. | PLANBUILDER            | 5163144                                | 03/14/2017                           | United States |
| Foothold<br>Technology, Inc. | AWARDS                 | 3594124                                | 03/24/2009                           | United States |
| Foothold<br>Technology, Inc. | BILLENGBUILDER         | 3546444                                | 12/16/2008                           | United States |
| Foothold<br>Technology, Inc. | FOOTHOLD<br>TECHNOLOGY | 2581406                                | 06/18/2002                           | United States |

### Trademark Applications

None.

### Trademark Licenses

None.