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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM691619

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Resolute Capital Partners Fund III, L.P.		12/12/2017	Limited Partnership: DELAWARE

### **RECEIVING PARTY DATA**

Name:	ALPHAVISTA SERVICES INC.	
Street Address:	184 High Street, 5th Floor	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02114	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3378136	ALPHAVISTA

## **CORRESPONDENCE DATA**

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:** 412-454-5079

**Email:** kim.petrolo@troutman.com

Correspondent Name: Troutman Pepper

**Address Line 1:** 501 Grant Street, Suite 300

Address Line 2: Kim Petrolo

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

NAME OF SUBMITTER:	Kimberly A. Petrolo
SIGNATURE:	/Kimberly A. Petrolo/
DATE SIGNED:	12/01/2021

### **Total Attachments: 4**

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TRADEMARK REEL: 007513 FRAME: 0786

# TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This Termination and Release of Security Interest in Intellectual Property (this "Release") is made this 12th day of December, 2017, by Resolute Capital Partners Fund III, L.P., a Delaware limited partnership with an address of 20 Burton Hills Blvd., Suite 430, Nashville, TN 37215 ("Secured Party"), in favor of ALPHAVISTA SERVICES INC., (the "Grantor").

WHEREAS, Grantor and Secured Party entered into a First Amended and Restated Loan and Security Agreement dated as of December 18, 2015, as amended by that certain Consent and Amendment to Loan Documents dated as of June 3, 2016 (the "Loan Agreement").

WHEREAS, in connection with the Loan Agreement and pursuant to the terms and conditions of that certain Trademark Security Agreement by Grantor in favor of Secured Party, dated as of June 3, 2016 (the "Security Agreement"), Grantor granted to Secured Party a continuing security interest in the trademark described in Schedule A hereto (the "Trademark");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office ("<u>USPTO</u>") on June 6, 2016 at Reel/Frame 005809/0220 with respect to Trademark;

WHEREAS, the Grantors' obligations under the Loan Agreement and Security Agreement have been satisfied in full and the security interest granted to Secured Party has been released by Secured Party;

WHEREAS, Secured Party has the requisite power and authority to release and discharge its security interest in and to the Trademark; and

WHEREAS, the parties desire to confirm and evidence the termination and release of the security interest in, to and under the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby unconditionally, irrevocably and absolutely (i) assigns to Grantor all of Secured Party's right, title and interest (if any) in and to the Trademark and (ii) terminates, cancels, releases and forever discharges any and all security interests it holds in, to and under the Trademark.

Secured Party shall take all further reasonable actions, and provide to Grantor or its successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release, in each case, at Grantor's expense. By this instrument, Secured Party authorizes and requests Grantor record this Release with the USPTO.

TRADEMARK
REEL: 007513 FRAME: 0787

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

RESOLUTE CAPITAL PARTNERS FUND III, L.P., f/k/a TENTH STREET FUND III, L.P.

By: RESOLUTE CAPITAL SBIC PARTNERS, LLC a Delaware limited liability company f/k/a Tenth Street

SBIC Partners, LLC, General Pariner

Authorized Member

Signature Page to Termination and Release of Security Interest in Intellectual Property

**RECORDED: 12/01/2021**