

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM692415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest recorded at Reel/Frame: 6857/0777		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS MIDDLE MARKET LENDER CORP.		11/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOVERNMENTALJOBS.COM, INC.		
Street Address:	300 Continental Blvd.,		
Internal Address:	Suite 565		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Corporation: CALIFORNIA		
Name:	FIRSTNET LEARNING, INC.		
Street Address:	300 Continental Blvd.,		
Internal Address:	Suite 565		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Corporation: DELAWARE		
Name:	HIGH LINE SOFTWARE, INC.		
Street Address:	300 Continental Blvd.,		
Internal Address:	Suite 565		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4308168	NEOGOV	
Registration Number:	4028144	KNOWLEDGE @ WORK	
Registration Number:	4636206	HIGHLINE	

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CORRESPONDENCE DATA**Fax Number:** 3128622200

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: 3128623837**Email:** raza.siddiqui@kirkland.com**Correspondent Name:** Raza Siddiqui, Senior Paralegal**Address Line 1:** 300 N. Lasalle**Address Line 2:** Kirkland & Ellis LLP**Address Line 4:** Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	51739-3
NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	12/03/2021

Total Attachments: 3

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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT dated as of November 30, 2021 (this “Release”) is made by GOLDMAN SACHS MIDDLE MARKET LENDER CORP. (“GSAM”), as collateral agent (in such capacity, the “Collateral Agent”) under that certain Trademark Security Agreement, dated as of February 5, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”) among GOVERNMENTALJOBS.COM, INC., a California corporation, FIRSTNET LEARNING, INC., a Delaware corporation, HIGH LINE SOFTWARE, INC., a Delaware corporation, (each a “Grantor” and together the “Grantors”) and the Collateral Agent. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on February 5, 2020 at Reel 6857, Frame 0777, the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a Security Interest in, on and to all of the Grantors’ right, title and interest in the Trademark Collateral, including the United States registered trademarks and trademark applications set forth on the attached Schedule I;

WHEREAS, pursuant to that certain Payoff Letter, dated as of November 30, 2021, by and between among others, the Grantors and the Collateral Agent, each Grantor has requested and the Collateral Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its Security Interest in the Trademark Collateral.

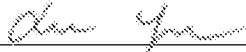
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Security Interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release its Security Interest on the Trademark Collateral, (c) discharge any and all rights, title and interest it has in and to the Security Interest granted to the Collateral Agent in the Trademark Collateral, and (d) reassign, grant, and convey all rights and interests Collateral Agent may have in the Trademark Collateral to the Grantors.

Collateral Agent agrees, at Grantor’s expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Grantor and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

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IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

GOLDMAN SACHS BDC, INC.,

By:  _____
Name: David Yu
Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark & Design	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
NEOGOV	4308168	26-Mar-2013	GovernmentJobs.com, Inc.
knowledge@work	4028144	20-Sept-2011	FirstNet Learning, Inc.
HIGHLINE	4636206	11-Nov-2014	High Line Software, Inc.