

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release and Reassignment Recorded at Reel 6122, Frame 0925		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twin Brook Capital Partners, LLC		12/08/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CARCO Group, Inc.		
Street Address:	5000 Corporate Court, Ste. 203		
City:	Holtsville		
State/Country:	NEW YORK		
Postal Code:	11742		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5175749	ESECURE GLOBAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128192511		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kate Andes/ White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	4495892-0002-CM65		
NAME OF SUBMITTER:	Kate Andes		
SIGNATURE:	/Kate Andes/		
DATE SIGNED:	12/08/2021		
Total Attachments: 4			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 8, 2021, by TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Secured Parties (“Agent”), in favor of CARCO Group, Inc., a Delaware corporation (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Credit Agreement (as defined below) or the Guarantee and Collateral Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of that certain Credit Agreement, dated as of July 29, 2016, by and among Borrower, the Lenders party thereto from time to time and Agent (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), Grantor entered into that certain Guarantee and Collateral Agreement, dated as of July 29, 2016, by and among Grantor, the other Grantors party thereto and Agent (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), Grantor assigned and transferred and granted to Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in and any and all of its Collateral as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations;

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement, dated as of August 4, 2017 (the “Trademark Security Agreement”), pursuant to which the Grantor granted to Agent, for its benefit and the benefit of the other Secured Parties, a security interest and lien upon all or substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all then owned and thereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement, including registrations and applications therefore) together with the goodwill of the business associated with Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Secured Obligations, including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 4, 2017, at Reel 6122, Frame 0925;

WHEREAS, Grantor has requested that Agent, for itself and on behalf of the other Secured Parties, release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. Agent, on behalf of itself and the other Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has in any and all right, title and interest that it may have, in, to and under the following (collectively the “Trademark Collateral”):

(a) each Trademark listed on Schedule A hereto, together with any renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all income, royalties, products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement,

misappropriation, violation, dilution or other impairment of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

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

3. Agent agrees, at the 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 the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Trademark Release and Reassignment.

4. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

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

TWIN BROOK CAPITAL PARTNERS, LLC, as
Agent

By: 

Name: Drew Guyette
Title: Chief Credit Officer