900671281 01/21/2022

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM703761 Stylesheet Version v1.2

 SUBMISSION TYPE:
 RESUBMISSION

 NATURE OF CONVEYANCE:
 RELEASE OF SECURITY INTEREST

 RESUBMIT DOCUMENT ID:
 900662307

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PineBridge Private Credit Agent LLC		12/10/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ReSource Pro LLC		
Street Address:	60 EAST 42ND STREET, SUITE 1500		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10165		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4907455	ILSA

CORRESPONDENCE DATA

Fax Number: 6178781345

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: 6175735850

Email: elizabeth.burkhard@hklaw.com

Correspondent Name: Elizabeth Burkhard/Holland & Knight LLP

Address Line 1: 10 St. James Avenue, 11th Floor
Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	169700.00006
NAME OF SUBMITTER:	Elizabeth Burkhard
SIGNATURE:	/Elizabeth Burkhard/
DATE SIGNED:	01/21/2022

Total Attachments: 3

source=CHAR1-#1847020-v4-Payoff_Letter_ReSource_Pro (003)#page1.tif source=CHAR1-#1847020-v4-Payoff_Letter_ReSource_Pro (003)#page2.tif source=CHAR1-#1847020-v4-Payoff_Letter_ReSource_Pro (003)#page3.tif

TRADEMARK 900671281 REEL: 007531 FRAME: 0992

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December <u>10</u>, 2021 ("<u>Release</u>"), is made by PineBridge Private Credit Agent LLC, as Administrative Agent ("<u>Administrative Agent</u>") in favor of ReSource Pro LLC, a Delaware limited liability company ("Obligor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of April 11, 2018 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligor, Administrative Agent, and others party thereto, Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in any and all right, title and interest of Obligor in and to all Trademarks, including the trademark registrations and trademark applications listed on Schedule A attached hereto (collectively, "Trademark Collateral"); and

WHEREAS, pursuant to the Security Agreement, Obligor executed and delivered to Administrative Agent the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on September 2, 2021 at Reel 7411 Frame 0840 ("<u>Notice</u>").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Obligor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2**. <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without any representation, warranty, recourse, or undertaking of any kind (whether express or implied), hereby:
- (a) terminates, cancels, discharges, and releases the continuing security interest in any and all right, title and interest of Obligor in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and
 - (b) authorizes the recordation of this Release with the USPTO at Obligor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

TRADEMARK REEL: 007531 FRAME: 0993 **IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

PineBridge Private Credit Agent LLC, as Administrative Agent

By:

Name: Joe Taylor

Title: Authorized Signatory

CHAR2\2501120v1

TRADEMARK REEL: 007531 FRAME: 0994