

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 6652/0950		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		12/21/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	irth Solutions LLC		
Street Address:	5009 Horizons Drive		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43220		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5449246	IRTH UTILISPHERE	
Registration Number:	4939842	IS IRTHSOLUTIONS	
Registration Number:	4306519	UTILISPHERE	
Registration Number:	4306520	UTILISPHERE	
Registration Number:	3421270	IRTH SOLUTIONS	
Registration Number:	2193691	IRTH SOFTWARE	
Registration Number:	2195672	IRTH	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	617-951-7169		
Email:	catherine.murray@ropesgray.com		
Correspondent Name:	Catherine Murray		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	110538-0053-007		
NAME OF SUBMITTER:	Catherine Murray		

OP \$190.00 5449246

SIGNATURE:	/cmurray/
DATE SIGNED:	12/21/2021
Total Attachments: 4 source=[executed] Irth - Trademark Release & Reassignment#page1.tif source=[executed] Irth - Trademark Release & Reassignment#page2.tif source=[executed] Irth - Trademark Release & Reassignment#page3.tif source=[executed] Irth - Trademark Release & Reassignment#page4.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (the “Release”) is made as of December 21, 2021, by Madison Capital Funding LLC (“Agent”), in its capacity as collateral agent for the secured parties under the Credit Agreement (the “Lenders”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement or Credit Agreement (each, as defined below).

WITNESSETH:

WHEREAS, irth Solutions LLC, an Ohio limited liability company (the “Grantor”) entered into that certain Credit Agreement dated as of May 24, 2019 (the “Credit Agreement”), with Agent and the Lenders;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to Agent (i) that certain Guarantee and Collateral Agreement dated as of May 24, 2019 (the “Collateral Agreement”), and (ii) that certain Trademark Security Agreement dated as of May 24, 2019 (the “Trademark Security Agreement” and, together with the Collateral Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements Grantor granted a security interest to Agent for the ratable benefit of the Lenders in certain Trademark Collateral as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule I hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 24, 2019 at Reel 6652 Frame 0950;

WHEREAS, Grantor has requested that Agent 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 Lenders, their successors, legal representatives and assigns, hereby releases, discharges, terminates and cancels its security interest in and to the Trademark Collateral and all other right, title, and interest in and to the Trademark Collateral, including:

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark or (ii) injury to the goodwill associated with each such Trademark.

2. Agent, on behalf of itself and the Lenders, their successors, legal representatives and assigns, hereby reassigns, grants and conveys to the Grantor, without any representation or warranty of any kind by Agent, any and all of Agent’s right, title and interest to the Trademark Collateral to Grantor.

3. Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

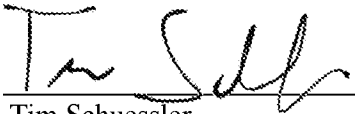
4. Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

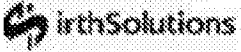
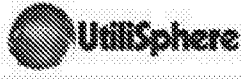
IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MADISON CAPITAL FUNDING LLC, as Agent

By: 
Name: Tim Schuessler
Title: Vice President

SCHEDULE I

Trademark Registrations

Trademark Title	Trademark Registration Number	Trademark Registration Date
IRTH UTILISPHERE	5449246	4/17/18
IS IRTHSOLUTIONS 	4939842	4/19/16
UTILISPHERE	4306519	3/19/13
 UtiliSphere	4306520	3/19/13
IRTH SOLUTIONS	3421270	5/6/08
IRTH SOFTWARE	2193691	10/6/98
IRTH	2195672	10/13/98