

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		12/21/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	ADVISE TECHNOLOGIES, LLC		
Street Address:	3 East 54th Street		
Internal Address:	8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	ASCENDANT COMPLIANCE MANAGEMENT, LLC		
Street Address:	194 Main Street, Salisbury		
City:	Salisbury		
State/Country:	CONNECTICUT		
Postal Code:	06068		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4309179	CONSENSUS RMS	
Registration Number:	4295191	ADVISE TECHNOLOGIES	
Registration Number:	4295189	FORM PF WORKBOOK	
Registration Number:	3745298	COMPLIANCECASTS	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	787 Seventh Avenue		

CH \$115.00 4309179

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER: Matthew S. Makover

SIGNATURE: /Matthew S. Makover/

DATE SIGNED: 12/21/2021

Total Attachments: 3

source=Payoff - Termination and Release of Trademark Security Agreement (PNC-CSS) - Executed#page1.tif

source=Payoff - Termination and Release of Trademark Security Agreement (PNC-CSS) - Executed#page2.tif

source=Payoff - Termination and Release of Trademark Security Agreement (PNC-CSS) - Executed#page3.tif

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this “**Termination**”), is dated as of December 21, 2021, and made by **PNC BANK, NATIONAL ASSOCIATION**, as administrative agent (the “**Grantee**”), in favor of **ADVISE TECHNOLOGIES, LLC**, a Delaware limited liability company (“**Advise**”), and **ASCENDANT COMPLIANCE MANAGEMENT, LLC**, a New York limited liability corporation (“**Ascendant**” and together with Advise, collectively, the “**Grantors**”).

WHEREAS, pursuant to that certain Trademark Security Agreement dated July 24, 2018 by and between Grantors and Grantee (the “**Security Agreement**”), a security interest was granted by Grantors to Grantee in certain collateral, including the Collateral (as such term is defined in the Security Agreement);

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office (“**USPTO**”) on July 25, 2018 at Reel/Frame 6389/0800; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement and its security interest in the Collateral, including the Trademarks listed on Schedule A.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

2. Release of Security Interest. Grantee hereby terminates the Security Agreement and irrevocably terminates, releases and discharges the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement, in the Collateral, including the Trademarks listed on Schedule A hereto, and, all associated goodwill, and, without representation, recourse or warranty whatsoever, reassigns, transfers and conveys to Grantors all right, title and interest of Grantee in the Collateral, including all associated goodwill, and any right, title or interest of Grantee in such Collateral shall hereby terminate, cease and become void.

3. Further Assurances. Grantee hereby authorizes Grantors or an authorized representative of Grantors to (i) record this Termination with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release and discharge of the security interest of Grantee in the Collateral and/or (iii) otherwise record or file this Termination in the applicable governmental office or agency. Grantee further agrees to execute and deliver to Grantors any and all further documents and instruments, and do any and all further acts which Grantors (or their agents or designees) reasonably request (at Grantors’ sole cost and expense) in order to confirm this Termination and Grantors’ right, title and interest in, to and under the Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent ("**Grantee**")

By: *A Midov*
Name: Aznaur Midov
Title: Vice President

[Signature Page - Termination and Release of Trademark Security Agreement]

Schedule A
TRADEMARKS

#	Grantor	Trademark/Service Mark Name	Registration Date	Registration No.
1.	Advise Technologies, LLC	CONSENSUS RMS	01/08/2013	4309179
2.	Advise Technologies, LLC	ADVISE TECHNOLOGIES	02/26/2013	4295191
3.	Advise Technologies, LLC	FORM PF WORKBOOK	02/26/2013	4295189
4.	Ascendant Compliance Management, LLC	COMPLIANCECASTS	02/02/2010	3745298