#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM699308

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Capital Southwest Corporation		12/31/2021	Corporation: TEXAS

#### **RECEIVING PARTY DATA**

Name:	ISA USA, LLC
Street Address:	1750 K Street NW
Internal Address:	Suite 700
City:	Washington
State/Country:	D.C.
Postal Code:	20006
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5632730	STUDBUSTERS

#### CORRESPONDENCE DATA

Fax Number: 2158325619

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: 215-569-5619

timothy.pecsenye@blankrome.com Email: Timothy D. Pecsenye (158396-00102) **Correspondent Name:** 

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	158396-00102
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	01/03/2022

#### **Total Attachments: 4**

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## TERMINATION AND RELEASE OF COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS TERMINATION AND RELEASE OF COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of December 31, 2021 (this "Release") is made by CAPITAL SOUTHWEST CORPORATION, as administrative agent (together with its successors and assigns, in such capacity, the "Administrative Agent"), under that certain Collateral Assignment of Trademarks dated as of January 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") between ISA USA LLC, a Delaware limited liability company (together with its successors and assigns, the "Assignor") in favor of the Administrative Agent, for the benefit of the Secured Creditors, and recorded in the records of the United States Patent and Trademark Office at Trademark on January 31, 2020, Reel 6853, Frame 0817. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the IP Security Agreement.

Pursuant to the IP Security Agreement, Assignor granted to the Administrative Agent a security interest ("Security Interest") in, a general lien upon and/or a right of set-off against all of Assignor's right, title and interest of every kind and nature in and to the following (collectively, the "Collateral"):

- (i) all Trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule I to this Release);
- (ii) all applications for the registration of Trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule I to this Release):
- (iii) all Trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States:
- (iv) all Trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;
  - (v) all registrations and recordings with respect to any of the foregoing;
  - (vi) all reissues, extensions and renewals of any of the foregoing;
- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

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- (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof, in each case, to the extent permitted by such licenses or agreements;
  - (ix) all rights to sue for past, present or future infringements of any of the foregoing:
  - (x) all good will related to any of the foregoing;
- (xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and
  - (xii) all Proceeds of any and all of the foregoing.

Administrative Agent now wishes to release and terminate all right, title and interest in the Collateral under the IP Security Agreement, including those listed on <u>Schedule I</u> hereto.

Administrative Agent hereby reassigns, grants and conveys to the Assignor, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent's right, title and interest in, to and under the Collateral.

Administrative Agent authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

Administrative Agent agrees to take all further actions, and provide to the Assignor 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 Assignor, at the Assignor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent releases and terminates all right, title and interest in, to and under the IP Security Agreement in the Collateral.

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

### **ADMINISTRATIVE AGENT:**

CAPITAL SOUTHWEST CORPORATION

Name: Grant Eason

Title: Senior Vice President

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# SCHEDULE

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(Schedule I to Termination and Release of Collateral Assignment of Trademarks)

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