

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM700792

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTERESTS IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MidCap Financial Trust, as Administrative Agent		01/06/2022	Statutory Trust: DELAWARE
RECEIVING PARTY DATA			
Name:	MBITION LLC		
Street Address:	611 N. Brand Boulevard, 10th Floor		
City:	Glendale		
State/Country:	CALIFORNIA		
Postal Code:	91203		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5373268	INSPECTIT	
Registration Number:	4528058	STRINGHAM SCHOOLS	
Registration Number:	4528059	SS	
Registration Number:	4541975	AHIT	
Registration Number:	4550250	AMERICAN HOME INSPECTORS TRAINING INSTIT	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1570664 TM		
NAME OF SUBMITTER:	Sophia Byer		
SIGNATURE:	/Sophia Byer/		
DATE SIGNED:	01/10/2022		

OP \$140.00 5373268

Total Attachments: 4

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PARTIAL RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS PARTIAL RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this “Partial Release”), dated as of January 6, 2022, is executed by MIDCAP FINANCIAL TRUST, as administrative agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the “Administrative Agent”), in favor of MBITION LLC, a Delaware limited liability company (the “Grantor”). All capitalized terms used in this Release and not otherwise defined herein, shall have the respective meanings given to such terms in the Trademark Security Agreement (as defined below).

RECITALS

WHEREAS, the Grantor has, pursuant to (i) that certain Security Agreement, dated as of October 18, 2019, by and among the grantors party thereto and the Administrative Agent (as the same may be amended, amended and restated, restated, supplemented, modified or otherwise in effect prior to the date hereof, the “Security Agreement”), and (ii) that certain Amended and Restated Trademark Security Agreement, dated as of December 28, 2021, by and among the grantors party thereto and the Administrative Agent, filed with the United States Patent and Trademark Office (the “USPTO”) on December 28, 2021 (as the same may be amended, amended and restated, restated, supplemented, modified or otherwise in effect prior to the date hereof, the “Trademark Security Agreement”), the Grantor granted the Administrative Agent a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks of the Grantor, including those Trademarks identified on Schedule A attached hereto; and

WHEREAS, the Grantor has requested that the Administrative Agent release, and the Administrative Agent is willing to release, subject to the terms hereof, its security interest solely with respect to the Trademarks set forth on Schedule A hereto (the “Released Trademarks”).

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

1. As of the date hereof, the Administrative Agent does hereby terminate, release and discharge any and all security interests granted under the Trademark Security Agreement that it may have in, to and under the Released Trademarks, solely with respect to the Released Trademarks. As of the date hereof, any right, title or interest of the Administrative Agent in such Released Trademarks shall hereby terminate, cease and become void. As of the date hereof, the Administrative Agent hereby assigns, transfers and conveys any and all right, title or interest of the Administrative Agent in such Released Trademarks to the Grantor.

2. This Partial Release is applicable only and solely with respect to the Released Trademarks and to no other Collateral arising under the Security Agreement and/or the Trademark Security Agreement (such other Collateral, the “Retained Collateral”). The Administrative Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Administrative Agent under the Security Agreement and the Trademark Security Agreement with respect to all such Retained Collateral, and the Administrative Agent’s security interests, liens, rights, titles and interests in and to such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release. The Security Agreement and the Trademark Security Agreement (and all rights and remedies of the Administrative Agent and the other Secured Parties thereunder) shall remain in full force and effect in accordance with their terms.

3. The Administrative Agent, on behalf of itself and the Secured Parties, authorizes the USPTO and any other applicable governmental authority to record this Partial Release.

4. At the request and sole expense of the Grantor, the Administrative Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Partial Release.

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

[Signature page follows.]

IN WITNESS WHEREOF, Administrative Agent has executed this Partial Release of Security Interests in Trademarks as of the date first set forth above.

MIDCAP FINANCIAL TRUST,
a Delaware statutory trust

By: Apollo Capital Management, L.P., its Investment
Manager

By: Apollo Capital Management GP, LLC, its
General Partner

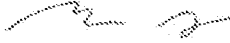
By:  _____
Name: Maurice Amsellem
Title: Authorized Signatory

Exhibit A

Released Trademarks

MarkName	Owner	Application No.	Registration No.
INSPECTIT	MBITION LLC	87356449	5373268
STRINGHAM SCHOOLS	MBITION LLC	85877874	4528058
SS	MBITION LLC	85877887	4528059
AHIT	MBITION LLC	85905946	4541975
AMERICAN HOME INSPECTORS TRAINING INSTITUTE	MBITION LLC	85905914	4550250