# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM706901

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Partial Release of Trademark Security Agreement	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BARINGS FINANCE LLC, as Collateral Agent		02/04/2022	Limited Liability Company:

## **RECEIVING PARTY DATA**

Name:	PUBLIQ, LLC (successor-in-interest to RedSail Technologies, LLC)		
Street Address:	201 W. ST. JOHN STREET		
City:	Spartanburg		
State/Country:	SOUTH CAROLINA		
Postal Code:	29306		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	5864225	PUBLIQ SOFTWARE
Registration Number:	5864193	PUBLIQ

# **CORRESPONDENCE DATA**

Fax Number: 2149813400

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: 214-981-3483 Email: dclark@sidley.com **Correspondent Name:** Dusan Clark, Esq. Sidley Austin LLP Address Line 1:

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	34632-30780
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	02/07/2022

## **Total Attachments: 4**

source=Barings RedSail Partial Trademark Release (Executed Version) 277813123 1#page1.tif source=Barings RedSail Partial Trademark Release (Executed Version) 277813123 1#page2.tif

> TRADEMARK REEL: 007627 FRAME: 0714

source=Barings RedSail Partial Trademark Release (Executed Version) 277813123\_1#page3.tif source=Barings RedSail Partial Trademark Release (Executed Version) 277813123\_1#page4.tif

TRADEMARK REEL: 007627 FRAME: 0715

#### PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

This Partial Release of Trademark Security Agreement (this "Partial Release") is made as of February 4, 2022, by BARINGS FINANCE LLC, in its capacity as collateral agent (the "Collateral Agent") for the benefit of PUBLIQ, LLC (successor-in-interest to RedSail Technologies, LLC) (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the TM Security Agreement.

## WITNESSETH:

WHEREAS, RedSail Technologies, LLC, Pioneerrx, LLC, and the Collateral Agent are parties to that certain Trademark Security Agreement dated as of December 11, 2020 (the "<u>TM Security Agreement</u>"), pursuant to which the Grantors granted to the Collateral Agent for the benefit of the Secured Parties, a continuing security interest in all of the Grantors' right, title and interest, including goodwill in the Trademark Collateral, including certain Trademarks set forth on <u>Schedule I</u> hereto and associated therewith (collectively, the "<u>Released Trademarks</u>"), to secure payment, performance and observance of the obligations;

WHEREAS, the TM Security Agreement was recorded in the United States Patent and Trademark Office at Reel 7134 and Frame 0340 on December 15, 2020; and

WHEREAS, the Grantor has requested that the Collateral Agent release, and the Collateral Agent is willing to release the entirety of, subject to the terms hereof, its security interest solely with respect to the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent does hereby terminate, release and discharge the entirety of any and all security interests granted under the TM Security Agreement that it may have in, to, and under the Released Trademarks.

Any right, title or interest of the Collateral Agent in such Released Trademarks shall hereby terminate, cease and become void. The Collateral Agent hereby assigns, transfers and conveys any and all right, title or interest of the Collateral Agent in such Released Trademarks to the Grantor.

- Trademarks and to no other collateral arising under the TM Security Agreement (the "Retained Collateral"). The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the TM Security Agreement with respect to all such Retained Collateral, and the Collateral Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release.
- 3. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, at the Grantor's sole cost and expense, as may be reasonably necessary to effect the release of the Released Trademarks contemplated hereby.

TRADEMARK REEL: 007627 FRAME: 0716

- 4. This Partial Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- 5. This Partial Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Partial Release to be executed and delivered as of the date first written above.

**BARINGS FINANCE LLC** 

Name: Mark Hindson

Title: Managing Director

# **SCHEDULE I – Released Trademarks**

# U.S. Trademark Registrations and Applications

Mark	Application No.	Filing Date	Reg. No.	Reg. Date	Current Record Owner
PUBLIQ SOFTWARE and Design	88125683	9/20/2018	5864225	9/17/2019	Publiq, LLC
PUBLIQ	88108884	9/7/2018	5864193	9/17/2019	Publiq, LLC

**RECORDED: 02/07/2022** 

TRADEMARK REEL: 007627 FRAME: 0719