

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM708824

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Provident Bank		01/31/2022	Chartered Bank: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ascend Software, LLC		
<b>Street Address:</b>	500 S. KRAEMER BLVD., SUITE 350		
<b>City:</b>	BREA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92821		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4364129	SMARTTOUCH AIR	
<b>Registration Number:</b>	4356859	SMARTTOUCH SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		
<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>			
<b>Phone:</b>	7043311000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	Suite 4700, ATTN: IP DEPARTMENT		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	036806.000097		
<b>NAME OF SUBMITTER:</b>	John Slaughter		
<b>SIGNATURE:</b>	/john slaughter/		
<b>DATE SIGNED:</b>	02/16/2022		
<b>Total Attachments: 3</b>			

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**TRADEMARK**

**REEL: 007636 FRAME: 0446**

## **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of January 31 2022 (“Release”), is made by The Provident Bank (“Lender”), in favor of Ascend Software, LLC, a Delaware limited liability company (“Borrower”).

**WHEREAS**, pursuant to that certain IP Security Agreement dated as November 6, 2018 (“IP Security Agreement”) by and among the Borrower and Lender, Borrower granted to the Lender a security interest in the Patents and Trademarks, including, but not limited to, the foregoing listed on Schedule A attached hereto (collectively, the “IP Collateral”); and

**WHEREAS**, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on December 7, 2018 at Reel 6545 Frame 0752.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender and Borrower agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the IP Security Agreement.

**SECTION 2. Termination and Release.** Lender hereby:

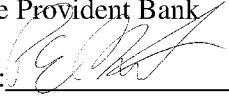
- (a) terminates the IP Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the security interest in the IP Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (c) represents and warrants that it has full authority to execute and deliver this Release; and
- (d) authorizes the recordation of this Release with the USPTO at Borrower’s expense.

**SECTION 3. Further Assurances.** Lender, at Borrower’s expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the IP Collateral, Lender will, at Borrower’s expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

**IN WITNESS WHEREOF**, the Lender has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Lender:

The Provident Bank

By:  \_\_\_\_\_

Name: Paul Mansfield

Title: Sr. Vice President