OP \$165.00 8590000

ETAS ID: TM710873

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BARINGS FINANCE LLC		05/01/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	LIGHTSPEED SYSTEMS, INC.		
Street Address:	1800 19TH STREET		
City:	BAKERSFIELD		
State/Country: CALIFORNIA			
Postal Code:	93301		
Entity Type:	Corporation: CALIFORNIA		

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85900000	MOBILE LEARNING ESSENTIALS
Registration Number:	4053959	MY BIG CAMPUS
Registration Number:	4052047	MY BIG CAMPUS
Serial Number:	87442806	RELAY
Serial Number:	85206803	CAMPUS MAIL
Registration Number:	4058980	LIGHTSPEED SYSTEMS

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-19035
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	02/28/2022

Total Attachments: 5 source=Barings IP Release#page1.tif source=Barings IP Release#page2.tif source=Barings IP Release#page3.tif source=Barings IP Release#page4.tif source=Barings IP Release#page5.tif

TERMINATION AND RELEASE OF SECURITY INTEREST

- This **TERMINATION AND RELEASE OF SECURITY INTEREST**, dated as of May 1, 2019 ("<u>Release</u>"), is made by BARINGS FINANCE LLC, as administrative agent ("<u>Agent</u>"), in favor of LIGHTSPEED SYSTEMS, INC. ("Grantor).
- WHEREAS, Agent and Grantor have entered into that certain Guaranty and Security Agreement, dated as of February 2, 2018 (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");
- **WHEREAS,** pursuant to that certain Trademark Security Agreement, dated as of February 2, 2018, by and between Agent and Grantor (the "<u>IP Security Agreement</u>"), Grantor pledged and granted to Agent, to secure its obligations under the Security Agreement, a continuing security interest in all right, title and interest of Grantor in and to certain intellectual property;
- **WHEREAS**, the IP Security Agreement was recorded at the USPTO at Reel 006264 Frame 0898 on February 2, 2018; and
- **WHEREAS,** Grantor has satisfied the terms of the IP Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.
- **NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:
- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the IP Security Agreement.
- **SECTION 2**. <u>Termination and Release</u>. Agent, without representation, warranty, or recourse, hereby:
- (a) terminates the IP Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of Grantor (and any of the borrowers or other obligors under the Security Agreement) in and to all intellectual property (including, but not limited to, all Trademark Collateral under the IP Security Agreement), whether granted pursuant to the IP Security Agreement or otherwise (and including, but not limited to, the Trademarks listed on Schedule A attached hereto);
- (b) assigns and transfers to Grantor all of its right, title and interest in and to (i) all intellectual property, whether granted pursuant to the IP Security Agreement or otherwise (including, but not limited to the Trademarks listed on <u>Schedule A</u> attached hereto), (ii) the goodwill of the business connected with the use of or symbolized thereby and (iii) all income, royalties, proceeds and liabilities with respect thereto; and
- (c) authorizes the recordation of this Release with the USPTO or any similar office or agency within or outside the United States at Grantor's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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

AGENT:

BARINGS FINANCE L.L.C.

Name: Mark Hindson Its: Managing Director

Schedule A

Trademark Registrations

1. REGISTERED TRADEMARKS

To Conserve	Sec. Sec. sec.	Service Committee	Course		cop No Soc No
US Federal Q2 uf 1	<u>CAMPUS MAIL</u>	Abandoned - Failure to Respond October 24, 2011	Lightspeed Systems Corporation, Dba Lightspeed Systems (CALIFORNIA CORP.)	(Int'l Class: 09) computer software for a secure, monitored electronic mail system and electronic mail archiving and storage	SN: 85206803
US Federal Q2 uf 2	SYSTEMS	Registered 8 & 15 July 10, 2017	Lightspeed Systems, Inc. (CALIFORNIA CORP.)	(Int'l Class: 09) computer hardware; computer software for network content filtering and screening, regulating and monitoring network and mobile web browsing, namely, web (Int'l Class: 41) providing on-line training seminars in the field of network security and management (Int'l Class: 42) computer software development in the field of network security and management; technical support services, namely, troubleshooting of computer software and	RN: 4058980 SN: 85224718

	Section 1	Service Service Pro-	Cover		
US Federal Q2 uf 3	MOBILE LEARNING ESSENTIALS	Abandoned - Failure to Respond September 18, 2014	Lightspeed Systems, Inc. (CALIFORNIA CORP.)	(Int'l Class: 42) providing software configuration services for wireless mobile telephones and devices, namely installation of remote mobile device management software, web filtering software and a software platform for collaborative learning, and device configuration for use in a school setting	SN: 85900000
US Federal Q2 uf 4	MY BIG CAMPUS	Registered November 8, 2011	Lightspeed Systems, Inc. (CALIFORNIA CORP.)	(Int'l Class: 42) computer services, namely, creating an on-line community for registered users to participate in discussions, get feedback from their peers, form (Int'l Class: 45) providing a social networking website for registered users in the field of education	RN: 4053959 SN: 85132867

	Mark Prince	Seren Seren bere	System	Part Court Court	ASS NO ROS NO
US Federal Q2 uf 5	MY BIG CAMPUS	Registered November 8, 2011	Lightspeed Systems, Inc. (CALIFORNIA CORP.)	(Int'l Class: 09) computer software for creating a secure on-line community for users to participate in discussions, get feedback from peers and educators, form virtual communities, share resources, collaborate and engage in on-line networking	RN: 4052047 SN: 85206790
US Federal Q2 uf 6	RELAY	Published December 5, 2017	Lightspeed Systems, Inc. (CALIFORNIA CORP.)	(Int'l Class: 09) computer software for use in on- and off-network web filtering, controlling access to videos and social media, reporting on users and their online activities, analyzing real-time threats and alerting on threats, and providing geolocation of lost or stolen devices	SN: 87442806

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.

RECORDED: 02/28/2022