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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM721307

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks at reel/frame 6770/0069

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Guggenheim Credit Services, LLC		04/14/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Profitero Limited		
Street Address:	Suite I Adelphi House		
Internal Address:	George's Street Upper, Dun Laoghaire		
City:	Dublin		
State/Country:	IRELAND		
Postal Code:	A96 DX47		
Entity Type:	Limited: IRELAND		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Serial Number:	88628581	PROFITERO	

CORRESPONDENCE DATA

Fax Number:

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: 212.318.6000

Email: yoosonlee@paulhastings.com

Correspondent Name: Yooson Sandy Lee
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue

Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Yooson Sandy Lee
SIGNATURE:	/s/ Yooson Sandy Lee
DATE SIGNED:	04/14/2022

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Termination and Release"), dated as of April 14, 2022, is made by Guggenheim Credit Services, LLC (as successor to Guggenheim Corporate Funding, LLC), as Collateral Agent for the Secured Parties (in such capacity, the "Collateral Agent") in favor of the Grantor (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of October 11, 2019, entered into pursuant to that certain Security Agreement, dated as of October 11, 2019 (as amended, restated, supplemented or otherwise modified from time to time), and recorded with the Trademark Division of the United States Patent and Trademark Office on October 11, 2019 at Reel/Frame 6770/0069 (the "<u>Trademark Security Agreement</u>"), a lien on and security interest (the "<u>Security Interest</u>") was granted by PROFITERO LIMITED, a company registered in Ireland with registration number 488715 (the "<u>Grantor</u>") to the Collateral Agent in the Trademark Collateral, including but not limited to the Trademarks set forth on <u>Schedule I</u> hereto (the "<u>Released Trademarks</u>");

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Released Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

- 1. <u>Definitions</u>. Capitalized terms not defined herein shall have the meanings set forth in the Trademark Security Agreement.
- 2. <u>Release of Security Interest</u>. The Collateral Agent, without representation, warranty or recourse, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all Security Interest in the Released Trademarks, and any right, title or interest of the Collateral Agent in the Released Trademarks shall hereby cease and become void, and hereby assigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Collateral Agent, any and all of the Collateral Agent's right, title and interest in and to the Released Trademarks.
- 3. <u>Recordation</u>. The Collateral Agent authorizes Grantor and its agents and designees to record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority or agency at Grantor's expense.
- 4. <u>Further Assurances</u>. The Collateral Agent further agrees to execute and deliver to the Grantor and its agents and designees any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably request (at the Grantor's expense) in order to carry out the purposes of this Termination and Release and confirm the Grantor's right, title and interest in, to and under the Released Trademarks.
- 5. <u>Choice of Law.</u> THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE

APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

GUGGENHEIM CREDIT SERVICES, LLC,

as Collateral Agent

By:_____

Name: Julio Quintero Title: Attorney-in-Fact

[Signature Page to Termination and Release of Security Interest in Trademarks – Profitero Limited]

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Serial No.	Filing Date
Profitero Limited	United States	PROFITERO	88628581	9/24/2019

Trade Names

Profitero

Common Law Trademarks



Trademark Licenses

None.

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RECORDED: 04/14/2022