

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM721611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks at reel/frame 7518/0822		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KeyBank National Association, as administrative agent		04/14/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Lightwell LLC		
Street Address:	565 Metro Place South		
Internal Address:	Suite 220		
City:	Dublin		
State/Country:	OHIO		
Postal Code:	43017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4631623	LIGHTWELL	
Registration Number:	4636991		
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:	212.318.6000		
Email:	JeffreyNegron@PaulHastings.com		
Correspondent Name:	Jeffrey Negron		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Jeffrey M. Negron		
SIGNATURE:	/s/ Jeffrey M. Negron		
DATE SIGNED:	04/15/2022		
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, by KeyBank National Association, as administrative agent (in such capacity, the “Administrative Agent”) in favor of Lightwell LLC (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to certain Intellectual Property Security Agreement, dated as of December 20, 2021 and recorded with the Trademark Division of the United States Patent and Trademark Office as of even date, at Reel/Frame 7518/0822 (the “IP Security Agreement”), wherein Grantor granted to the Administrative Agent security interest in all of Grantors’ right, title and interest in and to the Additional Collateral (as defined in the IP Security Agreement), including but not limited to the trademarks set forth on Schedule 1 hereto (the “Trademark Collateral”);

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral;


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 Administrative Agent hereby agrees as follows:

1. Definitions. Capitalized terms not defined herein shall have the meanings set forth in the IP Security Agreement.
2. Release of Security Interest. The Administrative Agent, without representation, warranty or recourse, hereby terminates the IP Security Agreement and terminates, releases, relinquishes, and discharges any and all security interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.
3. Recordation. The Administrative Agent authorizes each Grantor and its designees to record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority at such Grantor’s expense.
4. Counterparts; Electronic Communications. This Termination and Release may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts shall be an original, but all of which shall together constitute one and the same instrument. The words “execution,” “signed,” “signature” and words of like import in this Termination and Release shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act. This Termination and Release may be delivered by facsimile or other electronic transmission of the relevant signature pages hereof.

[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.

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Matthew D. Dunson
Title: Senior Vice President

Schedule 1

PATENTS, TRADEMARKS AND COPYRIGHTS

Patents

None

Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Reg Date	Renewal Date
US “Lightwell”	86/219,892	3/13/14	4,631,623	11/4/14	11/4/24
US Logo/Mark	86/245,955	4/18/14	4,636,991	11/11/14	11/11/24
Australian “Lightwell”	1635845	7/21/14	1635845	10/15/14	7/21/24
Australian Logo/Mark	1635851	7/21/14	1635851	11/5/14	7/21/24
Canada “Lightwell”	1677616	5/20/14	TMA929744	2/24/16	2/24/31
Canada Logo/Mark	1677617	5/20/14	TMA923355	12/14/15	12/14/30
UK “Lightwell”	3054692	5/18/14	UK00003054692	8/29/14	5/8/24
UK Logo/Mark	3054702	5/18/14	UK00003054702	8/29/14	5/8/24
EU “Lightwell”	012935862	6/4/14	012935862	3/4/15	6/4/24
EU Logo/Mark	3054702	4/1/15	13902986	8/27/15	4/1/25

Copyrights

Title	Reg. No.	Reg. Date
B2B Framework Rule Selection.	TX0008352789	10/4/2016
B2B Framework Business Process Modeling Language.	TX0008384847	10/4/2016
B2B Framework Portal Security and Maintenance.	TX0008393338	10/4/2016

Domain Names:

Domain Name	Filing Date	Expiration Date	Registrar	In Use
Lightwellinc.com	03/03/2014	03/03/2024	GoDaddy.com, LLC	Yes
Lightwell-inc.com	03/12/2014	03/12/2022	GoDaddy.com, LLC	No
Lightwell.co	03/12/2014	03/11/2022	GoDaddy.com, LLC	No
Lightwellconsulting.com	03/23/2020	03/23/2022	GoDaddy.com, LLC	No
Lightwellinc.co	03/12/2014	03/11/2022	GoDaddy.com, LLC	No
Lightwellinc.co.uk	05/06/2014	05/06/2024	GoDaddy.com, LLC	Yes
Lightwellinc.net	03/12/2014	03/12/2022	GoDaddy.com, LLC	No
Lightwellit.com	03/12/2014	03/12/2022	GoDaddy.com, LLC	No
Lightwellsolutions.com	03/12/2014	03/12/2022	GoDaddy.com, LLC	No
Lightwelltechnology.com	03/12/2014	03/12/2022	GoDaddy.com, LLC	No
Lightwellinc.ca	05/06/2014	06/05/2023	Canhost	No
Baax.com	05/13/2004	05/13/2023	GoDaddy.com, LLC	Yes
Oxford-consulting.com	05/11/1999	05/11/2022	Network Solutions,	Yes
Leveraging.com	09/17/2002	09/16/2023	GoDaddy.com, LLC	Yes
Leveragingtechnologysolutions.com	02/17/2014	02/17/2024	GoDaddy.com, LLC	No
Leveragingtechnology.com	03/23/1998	03/21/2023	GoDaddy.com, LLC	No
Learnmarkedu.com	02/04/2020	03/12/2022	GoDaddy.com, LLC	Yes
Learnmarkeducation.com	02/07/2020	02/07/2022	GoDaddy.com, LLC	Yes
Learn-mark.com	02/07/2020	02/07/2022	GoDaddy.com, LLC	Yes
Learnmark-education.com	02/07/2020	02/07/2022	GoDaddy.com, LLC	Yes
Learnmark.co	02/07/2020	02/07/2022	GoDaddy.com, LLC	Yes