

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723066

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TCG BDC, INC., as Agent	FORMERLY Carlyle GMS Finance, Inc.	12/07/2021	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	T2 Systems, Inc.
Street Address:	8900 Keystone Crossing, Suite 700
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46240
Entity Type:	Corporation: INDIANA
Name:	T2 Systems Canada Inc.
Street Address:	330-4321 Still Creek Drive
City:	Burnaby, British Columbia
State/Country:	CANADA
Postal Code:	V6C 6S7
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4403007	CASE PARKING
Registration Number:	4403006	CASE PARKING
Registration Number:	2773650	T2 SYSTEMS
Registration Number:	2815095	PERMITDIRECT
Registration Number:	3473022	T2 FLEX
Registration Number:	2262939	POWERPARK
Serial Number:	86856959	T2 PATHFINDER
Serial Number:	86695125	T2 UNIFI

CORRESPONDENCE DATA

Fax Number: 2132897727

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.

TRADEMARK

Phone: 2134262623
Email: measonpriest@goodwinlaw.com
Correspondent Name: Michele Eason-Priest/Goodwin Procter LLC
Address Line 1: 601 S Figueroa St Fl 41
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER: 135297.257987

NAME OF SUBMITTER: Michele A Eason-Priest

SIGNATURE: /s/ Michele A. Eason-Priest

DATE SIGNED: 04/21/2022

Total Attachments: 4

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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of December 7, 2021 (this "Release"), is made by TCG BDC, INC. (F/K/A CARLYLE GMS FINANCE, INC.), a Maryland corporation, acting in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") under that certain Grant of Security Interest in Trademark Rights, dated as of September 28, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), by and among T2 SYSTEMS, INC., an Indiana corporation and T2 SYSTEMS CANADA INC., a corporation incorporated under the laws of Canada (each a "Grantor" and collectively, the "Grantors") and the Collateral Agent. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on September 28, 2016 at Reel 5886, Frame 0401, each Grantor granted to the Collateral Agent a continuing security interest in all of its right, title and interest in, to and under its owned or thereafter acquired Trademark Collateral, including those Trademarks set forth on the attached Schedule A;

WHEREAS, pursuant to that certain Payoff Letter, dated as of December 7, 2021, by and among the Grantors, the other signatories party thereto and the Collateral Agent, the Grantors have requested that the Collateral Agent, and the Collateral Agent has agreed to, (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

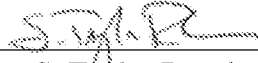
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the security interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its security interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to the Collateral Agent in the Trademark Collateral. The Collateral Agent agrees, or authorizes the Grantors, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantors to evidence the release and termination of the Collateral Agent's security interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

COLLATERAL AGENT:



TCG BDC, INC.,
as Collateral Agent



By:  _____
Name: S. Taylor Roach
Title: Principal

Schedule A

REGISTERED TRADEMARKS

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
T2 PATHFINDER	T2 Systems, Inc.	Canada	1770918		Not yet registered
T2 UNIFI	T2 Systems, Inc.	Canada	1739462		Not yet registered
T2 SYSTEMS & Design 	T2 Systems, Inc.	Canada	1157306	TMA614475	Registered July 8, 2004
PERMITDIREC T	T2 Systems, Inc.	Canada	1172873	TMA613578	Registered June 23, 2004
POWERPARK FLEX	T2 Systems, Inc.	Canada	1219374	TMA644501	Registered July 15, 2005
SAM SMART AUTO METER design 	T2 Systems, Inc.	Canada	1231040	TMA663647	Registered May 4, 2006
T2 PATHFINDER	T2 Systems, Inc.	United States	86856959		Not yet registered
T2 UNIFI	T2 Systems, Inc.	United States	86695125		Not yet registered
CASE PARKING	T2 Systems, Inc.	United States		4403007	Registered September 17, 2013

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
					
CASE PARKING	T2 Systems, Inc.	United States		4403006	Registered September 17, 2013
T2 SYSTEMS 	T2 Systems, Inc.	United States		2773650	Registered October 14, 2003
PERMITDIREC T	T2 Systems, Inc.	United States		2815095	Registered February 17, 2004
T2 FLEX	T2 Systems, Inc.	United States		3473022	Registered July 22, 2008
POWERPARK	T2 Systems, Inc.	United States		2262939	Registered July 20, 1999