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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM724715 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ALDINE CAPITAL FUND III, L.P.		04/27/2022	Limited Partnership: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	APPLIED BUSINESS SOFTWARE, INC.		
Street Address:	2847 Gundry Avenue		
City:	Long Beach		
State/Country:	CALIFORNIA		
Postal Code:	90755		
Entity Type:	Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	4163226	THE MORTGAGE OFFICE	
Registration Number:	4594743	THE LOAN OFFICE	

## **CORRESPONDENCE DATA**

**Fax Number:** 2147455390

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:** 2147455612

Email: ngraham@winstead.com

Correspondent Name: Nancy Graham c/o WINSTEAD PC

Address Line 1: 2728 N. Harwood Street

Address Line 2: Suite 500

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	64657-60
NAME OF SUBMITTER:	Nancy Graham
SIGNATURE:	/Nancy Graham/
DATE SIGNED:	04/28/2022

#### **Total Attachments: 5**

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### TERMINATION OF TRADEMARK SECURITY AGREEMENT AND RELEASE OF SECURITY INTEREST

This TERMINATION OF TRADEMARK SECURITY AGREEMENT AND RELEASE OF SECURITY INTEREST (this "Release Agreement") dated as of April 27, 2022, is made by ALDINE CAPITAL FUND III, L.P., a Delaware limited partnership (the "Purchaser"), in favor of APPLIED BUSINESS SOFTWARE, INC., a Delaware corporation ("Grantor"). All capitalized terms used herein, but not otherwise defined herein, shall have the meanings set forth or referenced in the Trademark Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, in connection with the Trademark Security Agreement, dated as of October 15, 2020 (as amended, supplemented or otherwise modified from time to time through the date hereof, the "<u>Trademark Security Agreement</u>"), Grantor granted to Purchaser a security interest in all of its right, title and interest in, to and under Grantor's Trademarks, including, without limitation, the Trademarks listed on <u>Schedule A</u> hereto (collectively, the "<u>Collateral</u>");

WHEREAS, Purchaser filed or caused filing of the Trademark Security Agreement with the United States Patent and Trademark Office (the "<u>USPTO</u>") to record the Purchaser's lien on and security interest in the Collateral; and

WHEREAS, Purchaser now wishes to release and terminate its lien on and security interest in the Collateral, including, without limitation, the Trademarks listed on <u>Schedule A</u> hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release Agreement, Purchaser and Grantor hereby covenant and agree as follows:

- 1. <u>Termination of Trademark Security Agreement and Release of Security Interest.</u> Purchaser hereby terminates the Trademark Security Agreement and terminates, releases and discharges, and sets over and assigns to Grantor, all of its lien on and security interest in the Collateral, including any associated good-will of the business symbolized by the Trademarks, and all products and proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, and reassigns any and all right, title and interest that it may have in, to or under the Collateral to Grantor.
- 2. <u>Recordation.</u> Purchaser hereby authorizes Grantor (or its designee) to file and record this Release Agreement with the USPTO and agrees to deliver to Grantor (or its designee) its original signed counterpart to this Release Agreement immediately following its execution thereof to accomplish the foregoing.
- 3. <u>Governing Law.</u> This Release Agreement and the rights and obligations of the parties under this Release Agreement shall be construed in accordance with and governed by the laws of the State of Illinois without regard to conflicts of laws principles that would require the application of any other laws.
- 4. <u>Further Assurances.</u> Purchaser shall take all further actions, and provide to Grantor and its successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments) reasonably requested by

Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the terminations and releases contemplated hereby.

(Signature page follows)

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IN WITNESS WHEREOF, each of the undersigned has executed this Release Agreement by its duly authorized officer as of the date first above written.

ALDINE CAPITAL FUND III, L.P., as Purchaser

By: Aldine GP III, LLC, its General Partner

By: Aldine Capital partners, Inc., its manager

By:

Name: Steve Groya
Title: Vice President

APPLIED BUSINESS SOFTWARE, INC.,

as Grantor

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

Name: Neal Jain
Title: Vice President

IN WITNESS WHEREOF, each of the undersigned has executed this Release Agreement by its duly authorized officer as of the date first above written.

ALDINE CAPITAL FUND III, L.P., 98

Perchaser

By: Aldine GP III, LLC, its General Partner

By: Aldine Capital partners, Inc., its manager

By:\_\_\_\_

Name: Steve Groya Title: Vice President

APPLIED BUSINESS SOFTWARE, INC.,

as Grantor

Name: Neal Jain

Title: Vice President

Signature Page to Termination of Trademark Security Agreement and Release of Security Interest

# SCHEDULE A

# **TRADEMARKS**

Registered Trademark		Registration Number	Date of Registration	Owner	Jurisdiction
The Mortgage Office	Registered	4,163,226		Applied Business Software, Inc.	USA
THE MORTGAGE OFFICE	Registered	TMA829,853	08-14-2012	Applied Business Software, Inc.	Canada
The Loan Office	Registered	4,594,743	08-26-2014	Applied Business Software, Inc.	USA

**RECORDED: 04/28/2022**