

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730568

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		05/26/2022	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	Adviser Compliance Associates, LLC
Street Address:	8401 Colesville Road, Suite 700
City:	Silver Spring
State/Country:	MARYLAND
Postal Code:	20910
Entity Type:	Limited Liability Company: D.C.
Name:	Broker-Dealer Compliance Associates, LLC
Street Address:	8401 Colesville Road, Suite 700
City:	Silver Spring
State/Country:	MARYLAND
Postal Code:	20910
Entity Type:	Limited Liability Company: DELAWARE
Name:	ACA Compliance Group Holdings, LLC
Street Address:	8403 Colesville Road, Suite 870
City:	Silver Spring
State/Country:	MARYLAND
Postal Code:	20910
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3916793	C3 SOLUTION
Registration Number:	4768260	DECRYPTEX
Registration Number:	4644937	APONIX
Registration Number:	5341741	COMPLIANCEALPHA
Serial Number:	87074950	A COMPLIANCEALPHA

CORRESPONDENCE DATA

CH \$140.00 3916793

Fax Number: 6172359493

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: 6179517790

Email: ronald.duvernay@ropesgray.com

Correspondent Name: Ronald M. Duvernay

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 2: Ropes & Gray LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	109251-0066
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NAME OF SUBMITTER:	Ronald M. Duvernay
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SIGNATURE:	/r duvernay/
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DATE SIGNED:	05/26/2022
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Total Attachments: 4

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**TERMINATION AND RELEASE OF A SECURITY
INTEREST IN TRADEMARKS**

May 26, 2022

THIS TERMINATION AND RELEASE OF A SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of May 26, 2022 by ARES CAPITAL CORPORATION, in its capacity as collateral agent under the Credit Agreement (as defined below) (the “Collateral Agent”), in favor of each Registrant listed on Schedule A hereto (each such entity, a “Grantor” and collectively, the “Grantors”).

WHEREAS, reference is made to the Credit Agreement, dated as of February 9, 2018 (as amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the “Credit Agreement”), by and among ACA INTERMEDIATE CO 3, LLC, as Holdings, NM GRC HOLDCO, LLC, as the Borrower, the lenders from time to time party thereto, the Collateral Agent and the other parties party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantors executed and delivered that certain Security Agreement, dated as of February 9, 2018 (as amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the “Security Agreement”), pursuant to which the Grantor executed and delivered that certain Trademark Security Agreement, dated as of February 9, 2018, including Schedule A thereto, which was recorded with the United States Patent and Trademark Office at Reel 6268, Frame 0180, on February 9, 2018 (as amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the “Trademark Security Agreement” and together with the Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto) to secure the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of May 26, 2022, the Collateral Agent acknowledged the full payment and performance of the Secured Obligations of the Grantors, and accordingly the Grantors have requested, and the Collateral Agent has agreed to provide, a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto).

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

2. Release of Security Interest; Further Assurances. The Collateral Agent, without any representation and warranty by or any recourse to the Collateral Agent, hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto), (ii) transfers and assigns to the Grantors any and all right, title and interest that the Collateral Agent may have in, to and under the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto), (iii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto) and effect the release of such rights to the Grantor and (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto).

3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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


ARES CAPITAL CORPORATION,
as Collateral Agent

By:  _____

Name: David Schwartz

Title: Authorized Signatory

SCHEDULE A

<u>Trademark</u>	<u>Status</u>	<u>Application Number / Date</u>	<u>Registration Number / Date</u>	<u>Registrant</u>
C3 Solution®	Registered	85066580 6/18/2010	3916793 2/8/2011	Adviser Compliance Associates, LLC; Broker-Dealer Compliance Associates, LLC
Decryptex®	Registered	86446084 11/5/2014	4768260 7/7/2015	ACA Technology Surveillance, Inc.
Aponix®	Registered	86257124 4/20/2014	4644937 11/25/2014	Aponix Solutions, LLC
ComplianceAlpha®	Registered	87075024 6/17/2016	5341741 11/21/2017	ACA Compliance Group Holdings, LLC
	Published (Pending) Intent to Use	87074950 6/17/2016		ACA Compliance Group Holdings, LLC