

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACQUIOM AGENCY SERVICES LLC		07/07/2022	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	QUESTICA SOFTWARE INC. (F/K/A QUESTICA INC.)		
Street Address:	603 Michigan Drive, Unit 1		
City:	Oakville, Ontario		
State/Country:	CANADA		
Postal Code:	L6L 0G2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6127189	WHERE BRILLIANT BEGINS	
Registration Number:	5135213	QUESTICA	
Registration Number:	2619415	QUESTICA	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-596-9287		
Email:	nicole.mollica@ropesgray.com		
Correspondent Name:	Nicole Mollica, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	111120-0077-003		
NAME OF SUBMITTER:	Nicole Mollica		
SIGNATURE:	/nicole mollica/		
DATE SIGNED:	07/07/2022		
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 “Release”), dated as of July 7, 2022, is made by ACQUIOM AGENCY SERVICES LLC, as agent for the Lenders (in such capacity, the “Agent”), in favor of QUESTICA SOFTWARE INC. (f/k/a QUESTICA INC.) (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of November 13, 2020, by and among GTY Technology Holdings Inc., a Massachusetts corporation (the “Borrower”), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and the Agent (as amended, restated, amended and restated, supplemented, refinanced, replaced and/or otherwise modified from time to time, the “Loan Agreement”), the Lenders have agreed to make a Term Loan to the Borrower upon the terms and conditions set forth therein;

WHEREAS, the Grantor, the Agent and the other parties thereto entered into that certain Pledge & Security Agreement, dated as of November 13, 2020 (as amended, restated, amended and restated, supplemented, refinanced, replaced and/or otherwise modified from time to time, the “Pledge & Security Agreement”);

WHEREAS, pursuant to the Loan Agreement, the Grantor executed and delivered a Grant of Security Interest in Trademarks, between the Agent and Grantor, dated as of November 13, 2020 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Pledge & Security Agreement and the Trademark Security Agreement, the Grantor granted to the Agent, for the benefit of the Lenders, a continuing security interest in, and a right to set off against, any and all right, title and interest of the Grantor in and to the Trademarks, whether then owned or existing or owned, acquired or arising thereafter, including the trademark registrations and trademark applications set forth on Schedule A hereto (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 20, 2020, at Reel 7112 and Frame 0284; and

WHEREAS, the 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 adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby states as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed in or otherwise referenced in the Loan Agreement.

2. Release of Security Interest. The Agent, without representation or warranty of any kind, hereby terminates, releases, cancels and discharges all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth in Schedule A attached hereto. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Pledge & Security Agreement or the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title and interest to the Grantor.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby, in the case of the foregoing, as may be reasonable requested by the Grantor, and at the sole cost and expense of the Grantor.

5. Governing Law. The terms of the Pledge & Security Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial (and where applicable, judicial reference) are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

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

ACQUIOM AGENCY SERVICES LLC,
as Agent


By: Veronica Colón
Name: Veronica Colón
Title: Senior Director

[Acquiom – GTY – Signature Page to Termination and Release of Trademarks]

TRADEMARK
REEL: 007773 FRAME: 0075

Schedule A

U.S. Trademark Registrations and Applications

<u>Loan Party</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Questica Software Inc. (f/k/a Questica Inc.)	WHERE BRILLIANT BEGINS	87382481	March 23, 2017	6127189	August 18, 2020
Questica Software Inc. (f/k/a Questica Inc.)		86278708	May 12, 2014	5135213	February 7, 2017
Questica Software Inc. (f/k/a Questica Inc.)	QUESTICA	75884718	January 3, 2000	2619415	September 17, 2002