

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM739603

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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**

<b>Name:</b>	OPEN COUNTER ENTERPRISES, INC.
<b>Street Address:</b>	131 Dartmouth Street, 3rd Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	eCivis, Inc.
<b>Street Address:</b>	385 East Colorado Blvd.
<b>City:</b>	Pasadena
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91101
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	CITYBASE, INC.
<b>Also Known As:</b>	City Base, Inc.
<b>Street Address:</b>	363 W. Erie Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60654
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4991812	OC OPENCOUNTER
<b>Registration Number:</b>	4741931	GRANTS NETWORK
<b>Registration Number:</b>	3251218	ECIVIS
<b>Registration Number:</b>	5415866	CITYBASE

**CORRESPONDENCE DATA****TRADEMARK**

900705456

REEL: 007773 FRAME: 0077

CH \$115.00 4991812

**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:** 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

<b>ATTORNEY DOCKET NUMBER:</b>	111120-0077-003
--------------------------------	-----------------

<b>NAME OF SUBMITTER:</b>	Nicole Mollica
---------------------------	----------------

<b>SIGNATURE:</b>	/nicole mollica/
-------------------	------------------

<b>DATE SIGNED:</b>	07/07/2022
---------------------	------------

**Total Attachments: 4**

source=Release - Citibase#page1.tif

source=Release - Citibase#page2.tif

source=Release - Citibase#page3.tif

source=Release - Citibase#page4.tif

**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 OPEN COUNTER ENTERPRISES, INC., ECIVIS, INC., and CITYBASE, INC. (a/k/a City Base, Inc.) (each, individually, a “Grantor”, and collectively, the “Grantors”).

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, pursuant to the Loan Agreement, the Grantors executed and delivered a Grant of Security Interest in Trademarks, between the Agent and each 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 Loan Agreement and the Trademark Security Agreement, each 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 such Grantor in and to the Collateral, including in the Trademarks (as defined in the Trademark Security Agreement) 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 0291; 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 Loan 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 Grantors (as applicable).

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 Grantors, and at the sole cost and expense of the Grantors.

5. Governing Law. The terms of the Loan 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]

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>
Open Counter Enterprises Inc.		86773732	September 30, 2015	4991812	July 5, 2016
eCivis, Inc.	GRANTS NETWORK	86231804	March 25, 2014	4741931	May 26, 2015
eCivis, Inc.	eCIVIS	78865529	April 20, 2006	3251218	June 12, 2007
CityBase, Inc.	CITYBASE	87426440	April 26, 2017	5415866	March 6, 2018