

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAPITAL ONE, NATIONAL ASSOCIATION		08/03/2022	National Banking Association:
RECEIVING PARTY DATA			
Name:	OMNIENGINE LLC		
Street Address:	3600 E. University Dr., Suite E-1050		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85034		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6441471	OMNIENGINE	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	4048814458		
Email:	elissa.hart@alston.com		
Correspondent Name:	Alston & Bird, Attn: Elissa Hart		
Address Line 1:	1201 W. Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	492722		
NAME OF SUBMITTER:	Alston & Bird, Attn: Elissa Hart		
SIGNATURE:	/Elissa Hart/		
DATE SIGNED:	08/04/2022		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (“**Termination and Release**”) effective as of August 3, 2022, is made by CAPITAL ONE, NATIONAL ASSOCIATION, as administrative agent (in such capacity, the “**Agent**”) in favor of each of CYDCOR LLC, a Delaware limited liability company (“**Cydcor**”) and OMNIENGINE LLC, a Delaware limited liability company (“**Omnengine**”; and together with Cydcor, each, individually, a “**Grantor**” and, collectively, the “**Grantors**”). Capitalized terms not defined herein shall have the meaning ascribed to them in the applicable Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS pursuant to the Guaranty and Security Agreement dated as of March 31, 2017 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), the Agent and Cydcor have executed a Trademark Security Agreement dated as of March 31, 2017, and recorded with the United States Patent and Trademark Office (“**USPTO**”) on April 5, 2017, in Reel 006027, Frame 0690 (the “**Cydcor Trademark Security Agreement**”);

WHEREAS pursuant to a Joinder Agreement dated as of February 15, 2019, Omnengine joined the Security Agreement and the Agent and Omnengine executed a Trademark Security Agreement dated as of February 15, 2019, and recorded with the USPTO on February 20, 2019, in Reel 006567, Frame 0609 (the “**Omnengine Trademark Security Agreement**”; and together with the Cydcor Trademark Security Agreement, each individually a “**Trademark Security Agreement**” and, collectively, the “**Trademark Security Agreements**”)

WHEREAS pursuant to the Security Agreement and the Trademark Security Agreements, each Grantor pledged and granted to the Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantors’ rights, title or interest in and to the Trademark Collateral, including, but not limited to those Trademarks listed on Schedule I hereto, all rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof (collectively, the “**Released Collateral**”);

WHEREAS the Agent now desires to terminate and release the entirety of its Security Interest in the Released 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 Termination and Release, the Agent hereby, without representation, warranty or recourse (express or implied) of any kind, terminates, releases and discharges the Security Interest in, the Released Collateral, and hereby reassigns to the Grantors all right, title and interest the Agent may have in such Released Collateral and the goodwill associated therewith.

The Grantors (and any successor to a Grantor, including any person or entity hereafter holding any right, title or interest in and to the Released Collateral) is hereby authorized to record this Termination and Release with the United States Patent and Trademark Office.

THIS TERMINATION AND RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE TERMINATION AND RELEASE OF THE SECURITY INTEREST HEREUNDER IN RESPECT OF ANY PARTICULAR RELEASED COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE TERMINATION AND RELEASE OF THE SECURITY INTEREST IN SUCH PARTICULAR RELEASED COLLATERAL.

[Signature page follows]

CAPITAL ONE, NATIONAL ASSOCIATION, as
Agent

By: 
Name: Patrick McCarthy
Title: Senior Vice President

SCHEDULE I

Trademarks and Trademark Applications

MARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	REGISTERED PARTY
CYDCOR REAL OPPORTUNITY, REAL RESULTS 	US	77512883 07/01/2008	3641010 06/16/2009	Cydcor LLC
CYDCOR	US	76505021 04/07/2003	2896691 10/26/2004	Cydcor LLC
CYDCOR	CTM	003392495 10/07/2003	003392495 01/14/2005	Cydcor LLC
CYDCOR	CANADA	1191613 10/07/2003	TMA655631 12/21/2005	Cydcor LLC
CYDCOR	AUSTRALIA	S0306570 10/02/2003	972908 02/26/2004	Cydcor LLC
CYDCOR	MEXICO	622624 10/06/2003	839635 06/23/2004	Cydcor LLC
OMNIENGINE	US	88/023,029 7/2/2018	N/A	Omniengine LLC
OMNIENGINE & Design 	US	88/079,181 8/15/2018	N/A	Omniengine LLC