

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDTOWN MADISON MANAGEMENT LLC	FORMERLY ELM PARK CAPITAL MANAGEMENT, LLC	08/18/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ZIFT SOLUTIONS, INC.		
Street Address:	6501 Weston Pkwy		
City:	Cary,		
State/Country:	NORTH CAROLINA		
Postal Code:	27513		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4616726	ZIFT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	9197814865		
<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:	919.882.7143		
Email:	ip@wyrick.com		
Correspondent Name:	Devon E. White		
Address Line 1:	4101 Lake Boone Trail, Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27607		
NAME OF SUBMITTER:	Devon E. White		
SIGNATURE:	/DEW/		
DATE SIGNED:	08/23/2022		
Total Attachments: 3			
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OP \$40.00 4616726

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of August 18, 2022 (“Effective Date”), by **MIDTOWN MADISON MANAGEMENT LLC**, a Delaware limited liability company (as successor agent to **ELM PARK CAPITAL MANAGEMENT, LLC**, a Delaware limited liability company), in its capacity as agent for the Lender Group, as such term is defined in the below defined Credit Agreement (together with its successors and assigns in such capacity, “Grantee”), in favor of **ZIFT SOLUTIONS, INC.** (the “Grantor”).

WHEREAS, reference is made to that certain Credit Agreement, dated as of June 10, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among **ZIFT CHANNEL SOLUTIONS, INC.**, a Delaware corporation (“Parent”), **ZIFT SOLUTIONS, INC.**, a North Carolina corporation (“Borrower”), the other parties signatory thereto, the lenders identified on the signature pages thereof, and Grantee;

WHEREAS, pursuant to the Guaranty and Security Agreement (as defined in the Trademark Security Agreement (as hereinafter defined)), Grantor and Grantee entered into that certain Trademark Security Agreement, dated as of June 10, 2019 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Credit Agreement, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on June 11, 2019 at Reel 6667 Frame 0001, in which Grantor granted to Grantee a security interest in all of the Grantor’s right, title and interest in and to the “Trademark Collateral” (as such term is defined in the Trademark Security Agreement, the “Trademark Collateral”); and

WHEREAS, Grantee now desires to release its security interest in the Trademark Collateral , including the trademarks listed on **Schedule 1** hereto (the “Trademarks”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Without representation or warranty of any kind or nature, Grantee hereby terminates, releases, and discharges the Trademark Security Agreement and its security interest and pledge in the Trademark Collateral, including the Trademarks, granted pursuant thereto. Grantee hereby reassigns to Grantor all right, title, and interest of Grantee in the Trademark Collateral pursuant to the Trademark Security Agreement.

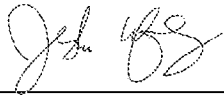
2. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor’s expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby. Grantee hereby authorizes Grantor and any of their respective designees to file this Release with the USPTO.

3. This Release shall be subject to the provisions regarding choice of law and venue, jury trial waiver, and judicial reference set forth in **Section 25** of the Guaranty and Security Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

MIDTOWN MADISON MANAGEMENT LLC,
a Delaware limited liability company, as Grantee

By: 
Name: Joshua Ufberg
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK TERMINATION AND RELEASE]

TRADEMARK
REEL: 007829 FRAME: 0367

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

UNITED STATES TRADEMARKS

Registrations:

Grantor	Country	Mark	Application/ Registration No.	Serial No.	App/Reg Date
Zift Solutions, Inc.	United States	ZIFT SOLUTIONS	4616726	86188837	October 7, 2014

Applications: None.

OTHER MATERIAL TRADEMARKS:

1. Relayware (unregistered)