

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Trademarks recorded at RF 6741/0313		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation, as Agent		08/24/2022	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Nimblify, Inc.		
Street Address:	1200 John Q. Hammons Drive		
Internal Address:	Suite 300		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53717		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5237743	NIMBLIFY	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	12129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	040896-0118		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	08/25/2022		
Total Attachments: 4			
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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 24, 2022 (the “Effective Date”), is made by, ARES CAPITAL CORPORATION, in its capacities as administrative agent for the Lenders and as collateral agent for the Secured Parties (in such capacities, the “Agent”), in favor of NIMBLIFY, INC., a Delaware corporation (the “Grantor”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Trademark Security Agreement or the Security Agreement, as applicable (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement by and among the Grantor, the Agent, and certain other parties, dated as of July 9, 2019 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor executed and delivered a Second Lien Intellectual Property Security Agreement, dated as of September 11, 2019 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on September 11, 2019 at Reel/Frame 6741/0313;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, as security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor granted to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under: (i) all Trademark registrations and pending applications for Trademark registration in the USPTO listed on Schedule I hereto, including all goodwill of the business connected with the use of and symbolized by the foregoing; (ii) the right to sue or otherwise recover for past, present and future infringements, dilutions or other violations or impairments of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (iii) all Proceeds of the foregoing, including all income, royalties, damages, claims and payments then or thereafter due and/or payable under any of the foregoing, including damages, claims or payments for past or future infringements, dilutions or other violations or impairments of any of the foregoing; but excluding any Excluded Assets (the “Trademark Collateral”); and

WHEREAS, the Grantor has requested and the Agent has agreed to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent, hereby (i) terminates and cancels the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels all of its Security Interest in the Trademark Collateral, including the Trademark registrations and the pending applications for Trademark registration listed on Schedule I hereto, and (iii) if and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral, including the Trademark registrations and pending applications for Trademark registration listed on Schedule I hereto, re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor, in each case without recourse to the Agent and without representation or warranty of any kind.

The Grantor, and any successor to the Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral of such Grantor), is hereby authorized to request that the USPTO record this Release with respect to the Trademark Collateral of such Grantor.

The undersigned as Agent agrees that if you at any time determine and notify the undersigned as Agent in writing that the delivery of any additional instrument executed by the undersigned as Agent is

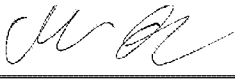
required to release, discharge or terminate any notice, filing or registration of any Security Interest, the undersigned will, at your expense and as reasonably requested by you in such notice, execute and deliver such other instruments or take such other reasonably requested action in form and substance reasonably satisfactory the undersigned Agent.

This Release and any claim, controversy or dispute arising under or related to this Release, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized representatives as of the Effective Date.

ARES CAPITAL CORPORATION, as Agent

By: 

Name: Mark Affolter
Title: Authorized Signatory

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Record Owner
NIMBLIFY	86815202	11/10/2015	5237743	7/4/2017	Nimblify, Inc.