

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774630

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS
RESUBMIT DOCUMENT ID:	900726662

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.		10/12/2022	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	ACOUSTIC, L.P.
Street Address:	115 PERIMETER CENTER PLACE
Internal Address:	SUITE 700
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30346
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2583711	DEMANDTEC
Registration Number:	2492203	TEALEAF
Registration Number:	3426303	
Registration Number:	4248728	SNOOZE
Registration Number:	3743962	SILVERPOP ENGAGE
Registration Number:	4476958	S SILVERPOP

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124552592

Email: ksolomon@stblaw.com

Correspondent Name: COURTNEY WELSHIMER, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	003875/0008
NAME OF SUBMITTER:	COURTNEY WELSHIMER
SIGNATURE:	/CW/
DATE SIGNED:	12/15/2022

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 12, 2022 (“Release”), is made by Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent (“Collateral Agent”) in favor of Acoustic, L.P., a Delaware limited partnership (“Grantor”).

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement dated as of June 28, 2019 (as amended, modified, extended or restated from time to time, the “Security Agreement”) by and among the Grantor, Collateral Agent, and others party thereto, and (ii) the Trademark Security Agreement dated as of June 28, 2019 (the “TMSA”) between the Grantor and the Collateral Agent, the Grantor granted to the Collateral Agent, on behalf of itself and Lenders and for the benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral (as that term is defined in the TMSA); and

WHEREAS, the TMSA was recorded at the United States Patent and Trademark Office (“USPTO”) on June 28, 2019 at Reel 6681, Frame 0569.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of itself and Lenders and for the benefit of the Secured Parties, agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or TMSA, as applicable.

SECTION 2. Termination and Release. Collateral Agent, on behalf of itself and Lenders and for the benefit of the Secured Parties, without any representation, warranty, recourse, or undertaking of any kind (whether express or implied), hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or TMSA, and any right, title or interest of the Collateral Agent in the Trademark Collateral shall hereby cease and become void;

(b) if and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Security Agreement or the TMSA, as applicable, re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor;

(c) terminates the TMSA; and

(d) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed and interpreted in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

SECTION 4. Further Assurances. The Collateral Agent hereby agrees to take such further action as the Grantor may reasonably request from time to time in order to effectuate the termination and release of the security interest contemplated by this Release, all without recourse or any representation or warranty of any kind and all at the expense of the Grantor.

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IN WITNESS WHEREOF, the Collateral Agent, on behalf itself and Lenders and for the benefit of the Secured Parties, has caused this Release to be duly executed as of the date first set forth above.

Collateral Agent:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.

By: 
Name: Justin Betzen
Title: Authorized Signatory

Schedule A

List of Trademarks

Registered Trademarks:

Trademark	Registration Number	Registration Date
DEMANDTEC	2583711	June 18, 2002
TEALEAF	2492203	September 25, 2001
TEALEAF DESIGN	3426303	May 13, 2008
SNOOZE	4248728	November 27, 2012
SILVERPOP ENGAGE	3743962	February 2, 2010
S SILVERPOP and Design	4476958	February 4, 2014

Trademark Licenses: None.