

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIRST MERCHANTS BANK		01/30/2023	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	BlueAlly Technology Solutions, LLC		
Street Address:	1225 Crescent Green		
Internal Address:	Suite 115		
City:	Cary		
State/Country:	NORTH CAROLINA		
Postal Code:	27518		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5350242	BLUEALLY	
Registration Number:	5359191		
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	028450.000055		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	01/30/2023		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS dated January 30, 2023 by FIRST MERCHANTS BANK, with its mailing address at 225 W. Washington Street, 22nd Floor, Chicago, Illinois 60606 (“*Lender*”), in favor of BlueAlly Technology Solutions, LLC, a Delaware limited liability company (“*Grantor*”), with its mailing address at 1225 Crescent Green, Suite 115, Cary, North Carolina 27518;

WITNESSETH:

WHEREAS, Grantor and Lender were parties to (a) a certain Loan and Security Agreement dated as of December 30, 2020 (as amended by the First Amendment to Loan and Security Agreement dated as of March 14, 2022, and as further amended, restated, supplemented, waived or otherwise modified from time to time, the “*Loan Agreement*”) and (b) a certain Trademark Security Agreement dated December 30, 2020, which was recorded in the United States Patent and Trademark Office on December 30, 2020 at Reel 7151, Frame 0154 (the “*Trademark Security Agreement*”, capitalized terms used herein and not otherwise defined herein have the meanings specified in the Loan Agreement or Trademark Security Agreement, as applicable), pursuant to each of which Grantor granted to Lender, a security interest in all right, title, or interest in and to any and all Trademark Collateral (as defined below and in the Trademark Security Agreement), including those listed on Schedule I; and

WHEREAS, Grantor has requested that Lender release its security interests in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

Lender hereby releases its security interests in, without any representation, warranty, recourse or undertaking by Lender, all of its right, title and interest, if any, in and to the following (collectively, the “*Trademark Collateral*”):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I (the “*Trademarks*”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

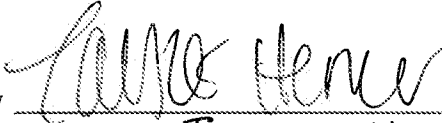
(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

Lender hereby authorizes the recordation of this Release of Security Interest in Trademarks with the United States Patents and Trademark Office at Grantor's expense.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lender has caused this Release of Security Interest in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.


FIRST MERCHANTS BANK

By 
Name: Taylor Herner
Title: officer

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS—
BLUEALLY TECHNOLOGY SOLUTIONS, LLC]

TRADEMARK
REEL: 007955 FRAME: 0596

SCHEDULE I
TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

MARK	APPLICATION NO.	REGISTRATION NO./REGISTRATION DATE	STATUS	CURRENT OWNER OF RECORD
WORD MARK: "BLUEALLY"	87444672	5350242 December 5, 2017	Registered	BlueAlly Technology Solutions, LLC
<i>SERVICE MARK:</i> 	87444762	5359191 December 19, 2017	Registered	BlueAlly Technology Solutions, LLC