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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM789764

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EAGLEBANK		02/22/2023	BANKING INSTITUTION: MARYLAND

#### **RECEIVING PARTY DATA**

Name:	TSG SOLUTIONS, INC.	
Street Address: c/o Axim Geospatial, LLC at 100 QBE Way, Suite 1225		
City: SUN PRAIRIE		
State/Country: UNITED STATES		
Postal Code: 53590		
Entity Type:	corporation: DELAWARE	
Name: DELPHI RESEARCH, INC.		
Street Address: c/o Axim Geospatial, LLC at 100 QBE Way, Suite 1225		
City: SUN PRAIRIE		
State/Country: UNITED STATES		
Postal Code: 53590		
Entity Type:	Corporation: CALIFORNIA	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	85732277	VISAR

#### **CORRESPONDENCE DATA**

**Fax Number:** 3124643111

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:** 312-464-3100

Email: trademarks@loeb.com

Correspondent Name: William J. Voller III

Address Line 1: 321 N. Clark Street, Suite 2300

Address Line 4: Chicago, ILLINOIS 60654

NAME OF SUBMITTER:	William J. Voller III
SIGNATURE:	/William J. Voller III/
DATE SIGNED:	02/25/2023

# Total Attachments: 5 source=IP Release (Eaglebank)(23588285.1) (1)#page1.tif source=IP Release (Eaglebank)(23588285.1) (1)#page2.tif source=IP Release (Eaglebank)(23588285.1) (1)#page3.tif source=IP Release (Eaglebank)(23588285.1) (1)#page4.tif

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#### RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release"), dated as of February 22, 2023, is made by EAGLEBANK, a Maryland banking institution having a principal address of 8245 Boone Boulevard, 8th Floor, Tysons Corner, Virginia 22182 ("Grantee"), in favor of CONTINENTAL MAPPING ACQUISITION CORP. ("CMAC"), a Delaware corporation, AXIM GEOSPATIAL, LLC, a Delaware limited liability company (f/k/a Continental Mapping Consultants, LLC, a Delaware limited liability company and Continental Mapping Consultants, Inc., a Wisconsin corporation) ("Axim"), TSG SOLUTIONS, INC., a Delaware corporation ("TSG"), DELPHI RESEARCH, INC., a California corporation ("Delphi"), GEOGRAPHIC INFORMATION SERVICES, INC., an Alabama corporation ("GIS"), GEOPIPHANY, LLC, a Delaware limited liability company ("Geopiphany") and GISIP, LLC, a Delaware limited liability company ("Geopiphany") and GISIP, LLC, a Delaware limited liability company ("Grantors"). The Grantors have a principal address c/o Axim Geospatial, LLC at 100 QBE Way, Suite 1225, Sun Prairie, Wisconsin 53590. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement or the Axim Security Agreements (as those terms are defined below).

WHEREAS, Grantors and Grantee are parties to that certain (i) Loan Agreement dated as of March 2, 2020 (as amended, supplemented or otherwise modified, including by way of joinder, or otherwise renewed or replaced from time to time, including by way of that certain First Modification to Loan Agreement and Other Loan Documents dated as of October 16, 2020 (the "First Modification") and that certain Second Modification to Loan Agreement and Other Loan Documents dated as of January 29, 2021 (the "Second Modification" and together with the "First Modification, the "Modifications"), the "Loan Agreement"), (ii) Security Agreement, dated as of March 2, 2020 (as amended supplemented or otherwise modified, including by way of joinder, or otherwise renewed or replaced from time to time, including by way of the Modifications, the "General Security Agreement"); (iii) Intellectual Property Security Agreement dated as of March 2, 2020 (as amended, supplemented or otherwise modified, including by way of joinder, or otherwise renewed or replaced from time to time, including by way of the Modifications, the "IP Security Agreement"), and (iv) Grant of Intellectual Property Security Interest dated as of March 2, 2020 (as amended supplemented or otherwise modified, including by way of joinder, or otherwise renewed or replaced from time to time, including by way of the Modifications, the "IP Grant");

WHEREAS, the IP Grant was recorded with (i) the Trademark Division of the United States Patent and Trademark Office (the "<u>USPTO</u>") as Instrument #900539925 at Reel 6889, Frame 0666 and (ii) the Patent Division of the USPTO as Instrument #505963900 at Reel 052095, Frame 0226;

WHEREAS, TSG and Delphi and Grantee are parties to that certain Joinder to Intellectual Property Security Agreement and Grant of Intellectual Property Security Interest dated as of October 16, 2020 (as amended, supplemented or otherwise modified, including by way of joinder, or otherwise renewed or replaced from time to time, the "TSG/Delphi Joinder"), which was recorded with (i) the Trademark Division of the USPTO as Instrument #900577040 at Reel 7088, Frame 0645 and (ii) the Patent Division of the USPTO as Instrument #506325854 at Reel 054195, Frame 0675;

WHEREAS, GIS, Geopiphany and GISIP are parties to that certain Joinder to Intellectual Property Security Agreement and Grant of Intellectual Property Security Interest dated as of January 29, 2021 (as amended, supplemented or otherwise modified, including by way of joinder, or otherwise renewed or replaced from time to time, "GIS/Geopiphany/GISIP Joinder"), which was recorded with (i) the Trademark Division of the USPTO as Instrument #900593969, Reel 7173, Frame 0477 and (ii) the U.S. Copyright Office (the "USCO") in Volume 15001, Document No. 026 (i.e., V15001D026);

WHEREAS, pursuant to the General Security Agreement, the IP Security Agreement, the IP Grant, the TSG/Delphi Joinder and the GIS/Geopiphany/GISIP Joinder (collectively, the "Axim Security Agreements"), Grantors pledged to Grantee, a security interest in each Grantor's right, title and interest in, to

and under each Grantor's Collateral (as defined in the General Security Agreement), each Grantor's Collateral (as defined in the IP Security Agreement) and each Grantor's Intellectual Property Collateral (as defined below), including those patents, trademarks and copyrights referred to on Schedule A attached hereto.

WHEREAS, Grantee has agreed to terminate and release all of its right, title and interest, including its security interest, in or to the Collateral (as defined in the General Security Agreement), Collateral (as defined in the IP Security Agreement), and Intellectual Property Collateral (as defined in the IP Grant).

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

- 1. <u>Release of Lien</u>. Grantee hereby terminates, extinguishes, cancels, releases and discharges any and all right, title and interest, including its security interest, in and to the following:
  - a. each Grantor's Collateral (as defined in the General Security Agreement);
  - b. each Grantor's Collateral (as defined in the IP Security Agreement);
  - c. each Grantor's <u>Intellectual Property Collateral</u> (as defined in the <u>IP Grant</u>)including, but not limited to, the intellectual property set forth on <u>Schedule A</u> attached to this Release, and all goodwill with any of the foregoing;
  - d. any and all claims and causes of action for past, present or future infringement of any of the foregoing, and any damages for infringement of the foregoing;
  - e. any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights;
  - f. any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and
  - g. any and all products and proceeds of any of the foregoing.

Grantee hereby assigns, discharges, quit claims and relinquishes unto Grantors any and all right, title and interest it has in and to the Collateral (as defined in the Security Agreement), the Collateral (as defined in the IP Security Agreement) and the Intellectual Property Collateral (as defined in the IP Grant). Further, Grantee hereby authorizes (i) Grantors or their designee(s) to make filings with the USPTO and USCO and to take further actions necessary to evidence the release and termination of Grantee's security interests in and liens on the Collateral (as defined in the Security Agreement) and the Intellectual Property Collateral (as defined in the IP Grant) and (ii) the governing body of the United States Patent and Trademark Office to record this Release.

- 2. <u>Further Assurances</u>. Grantee shall take all further actions, and provide to Grantors and their successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by the Grantors, and at Grantors' cost and expense, to more fully and effectively effectuate the release of security interests and liens contemplated hereby.
- 3. <u>Governing Law</u>. This Release shall be construed in accordance with and governed by the laws of the State of Maryland, without regard to principles of conflicts of laws requiring application of the law of any other jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed and delivered by its duly authorized representative as of the date first above written.

EAGLEBANK

[Signature Page to Release of Security Interest in Intellectual Property]

#### **SCHEDULE A**

### **COPYRIGHTS**

BORROWER/OWNER	Copyright Title	Reg. No.	Reg. Date
Geographic Information	Map Book Generator:	TX0005608149	December 6, 2001
Services, Inc.	version 8.1.		
Geographic Information	Address therapist	TXu001056151	December 6, 2001
Services, Inc.			
Geographic Information	GIS Document Manager:	TX0005608150	December 6, 2001
Services, Inc.	version 1.1		
Geographic Information	CryptAnalyst: version	TX0005608148	December 6, 2001
Services, Inc.	1.91		
Geographic Information	Public View: version 2.0	TX0005608147	December 6, 2001
Services, Inc.			
Geographic Information	Zoning Analyst: version	TX0005608146	December 6, 2001
Services, Inc.	8.1		

# Material Unregistered Copyrights:

- 1. Data Fitness
- 2. TheGeoAnalyst
- 3. Power Pack Aero
- 4. Power Pack Geog
- 5. Power Pack Other
- 6. CSVtoJSON
- 7. LAS2PCD. Developed and license sold to 1 customer
- 8. Internal Tools (e.g., Twiki, expense generation tool)

# **PATENTS**

		REGISTRATION NUMBER (OR	
BORROWER/OWNER	INTELLECTUAL PROPERTY	APPLICATION SERIAL NUMBER)	REGISTRATION
			(OR FILING DATE)
Axim Geospatial, LLC f/k/a	USER INTERFACE FOR	16/422,774	May 24, 2019
Continental Mapping	EVALUATING THE		
Consultants, LLC	QUALITY OF GEOSPATIAL		
	DATA		
Axim Geospatial, LLC f/k/a	METHODS AND SYSTEMS	16/422,636	May 24, 2019
Continental Mapping	FOR ASSESSING THE		-
Consultants, LLC	QUALITY OF GEOSPATIAL		
	DATA		
TSG Solutions, Inc.	Method and System for	US7134088 B2	11/7/06
	providing Tactical Information		
	During Crisis Situations		

# **TRADEMARKS**

BORROWER/OWNER	INTELLECTUAL PROPERTY	REGISTRATION NUMBER (OR APPLICATION SERIAL NUMBER)	REGISTRATION (OR FILING DATE)
Axim Geospatial, LLC f/k/a Continental Mapping Consultants, LLC	CONTINENTAL MAPPING	Ser. No. 88412838	Filed May 2, 2019
Axim Geospatial, LLC f/k/a Continental Mapping Consultants, LLC	DATA FITNESS	Ser. No. 88449046	Filed May 28, 2019
TSG Solutions, Inc.	ViSAR® - Visualization for Situational Awareness and Reality - Software/system	Registration: 4524198	May 6, 2014
Geographic Information Services, Inc.	GISI INDOORS MAPPING POSITIONING ANALYTICS	4670476	January 13, 2015
Geographic Information Services, Inc.	GISI SMARTSITE	4958584	May 17, 2016
Geographic Information Services, Inc.	GIS HEALTHCHECK	4528586	May 13, 2014
Geographic Information Services, Inc.	GISINC	5344166	November 28, 2017
Geographic Information Services, Inc.	COST MAP	5693879	March 5, 2019
Geographic Information Services, Inc.	GEOIOT	5757797	May 21, 2019
Geographic Information Services, Inc.	MAPMASQ	5945498	December 24, 2019

**RECORDED: 02/25/2023**