

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM790185

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VCP CAPITAL MARKETS, LLC		02/27/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OpenGov, Inc.		
<b>Street Address:</b>	955 Charter Street		
<b>City:</b>	Redwood City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94063		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4499586	OPENGOV	
<b>Registration Number:</b>	4700881	OPENGOV	
<b>Registration Number:</b>	5249203	OPENGOV CLOUD	
<b>Registration Number:</b>	4968750		
<b>Registration Number:</b>	5341697	OPENGOV NETWORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028874288		
<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>			
<b>Phone:</b>	2028874000		
<b>Email:</b>	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
<b>Correspondent Name:</b>	Mussie B Beyene		
<b>Address Line 1:</b>	2001 K Street N.W.		
<b>Address Line 4:</b>	Washington DC, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	700858.0007		
<b>NAME OF SUBMITTER:</b>	Mussie B Beyene		
<b>SIGNATURE:</b>	/Mussie B Beyene/		
<b>DATE SIGNED:</b>	02/27/2023		

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**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 February 27, 2023 (“Release”), is made by VCP Capital Markets, LLC, as Administrative Agent (the “Administrative Agent”) in favor of OpenGov, Inc. (the “Grantor”).

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of August 28, 2019 (as amended by that certain First Amendment to Credit Agreement, dated as of March 9, 2020, that certain Second Amendment to Credit Agreement, dated as of April 16, 2020, that certain Third Amendment to Credit Agreement, dated as of October 21, 2021, and as may be further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”) and that certain Guarantee and Collateral Agreement, dated as of August 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) by and among the Grantor, its Subsidiaries party thereto, and the Administrative Agent, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and agreed as a condition thereof to execute a Trademark Security Agreement for recording with the United States Patent and Trademark Office (the “USPTO”);

**WHEREAS**, that certain Trademark Security Agreement, dated as of August 28, 2019, by and between the Grantor and the Administrative Agent (the “Trademark Security Agreement”) was recorded with the USPTO on August 29, 2019, at Reel: 6732, Frame: 0376; and

**WHEREAS**, as confirmed through that certain Payoff Letter, dated as of February 27, 2023, all obligations of the Grantor under the Credit Agreement have been satisfied in full and, in connection therewith, the Administrative Agent has released its security interest in the Trademark Collateral (as defined below).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of the Secured Parties, and the Grantor agree as follows:

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

**SECTION 2. Termination and Release.** The Administrative Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, without representation, warranty, or recourse of any kind, hereby:

(a) unconditionally terminates, cancels, discharges, and releases all of its security interest in and to, and the right to set off against, the registered Trademarks (as defined in the Trademark Security Agreement) and Trademarks for which applications are pending in the USPTO, including, but not limited to, the foregoing listed on Schedule A attached hereto (the “Trademark Collateral”), granted pursuant to the Collateral Agreement or the Trademark Security Agreement, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void. If and to the extent that the Administrative Agent has acquired any right, title or interest in and to the Trademark Collateral, the Administrative Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, without representation or warranty of any kind, hereby unconditionally re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantor.

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense, if the Trademark Security Agreement is recorded with the USPTO.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**SECTION 4. Further Assurances.** The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

*[Signatures on following page]*

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

VCP CAPITAL MARKETS, LLC

By: Vista Credit Partners, L.P.

Its: Senior Managing Member

By:  \_\_\_\_\_

Name: David Flannery

Title: Authorized Person

**Schedule A**

Registered Trademarks

Mark Name	Country	Status	Appl. No	Current	Reg No	Reg Date
OPENGOV	United States	REGISTERED	85/951,992	06/05/2013	4,499,586	03/18/2014
OPENGOV	United States	REGISTERED	86/116,530	11/12/2013	4,700,881	03/10/2015
OpenGov Cloud	United States	REGISTERED	87/176,594	09/20/2016	5,249,203	07/25/2017
OpenGov Logo	United States	REGISTERED	86/787,852	10/14/2015	4,968,750	05/31/2016
OpenGov Network	United States	REGISTERED	87/058,533	06/02/2016	5,341,697	11/21/2017

Pending Trademark Applications

None.

Registered Trademarks and Pending Trademark Applications Licensed

None.