

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VCP Capital Markets, LLC		02/27/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PenBay Solutions LLC		
Street Address:	101 Main Street		
City:	Topsham		
State/Country:	MAINE		
Postal Code:	04086		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Cartegraph Systems LLC		
Street Address:	3600 DIGITAL DRIVE		
City:	DUBUQUE		
State/Country:	IOWA		
Postal Code:	52003		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5489120	INVISION	
Registration Number:	4041615	CARTEGRAPH	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2028874000		
Email:	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
Correspondent Name:	Mussie B Beyene		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington DC, D.C. 20006		
ATTORNEY DOCKET NUMBER:	700858.0007		

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NAME OF SUBMITTER:	Mussie Beyene
SIGNATURE:	/Mussie B Beyene/
DATE SIGNED:	02/27/2023
Total Attachments: 4 source=OpenGov - Trademark Termination and Release of Security Interest (PenBay & Cartegraph)#page1.tif source=OpenGov - Trademark Termination and Release of Security Interest (PenBay & Cartegraph)#page2.tif source=OpenGov - Trademark Termination and Release of Security Interest (PenBay & Cartegraph)#page3.tif source=OpenGov - Trademark Termination and Release of Security Interest (PenBay & Cartegraph)#page4.tif	

**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 PenBay Solutions LLC and Cartegraph Systems LLC (individually and collectively, 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 OpenGov, Inc. (the “Borrower”), 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 October 14, 2022, by and between the Grantor and the Administrative Agent (the “Trademark Security Agreement”) was recorded with the USPTO on October 17, 2022, at Reel: 7869, Frame: 0745; and

WHEREAS, as confirmed through that certain Payoff Letter, dated as of February 27, 2023, all obligations of the Borrower 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

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	5489120	6/12/2018	1/22/2015	PenBay Solutions LLC	INVISON
United States	4041615	10/18/2011	3/16/2011	Cartegraph Systems LLC	CARTEGRAPH

Pending Trademark Applications

None.

Registered Trademarks and Pending Trademark Applications Licensed

None.