

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		03/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cowen, Inc.		
Street Address:	599 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
Name:	Cowen Execution Holdco LLC		
Street Address:	599 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Cowen Investment Management LLC		
Street Address:	599 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Cowen PC Acquisition LLC		
Street Address:	599 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4415762	AHEAD OF THE CURVE	

900754069

TRADEMARK
REEL: 007988 FRAME: 0681

OP \$440.00 4415762

Property Type	Number	Word Mark
Registration Number:	4748593	THE COWEN OIL-O-MATIC
Registration Number:	3915063	COWEN
Registration Number:	4268884	COWEN 360
Registration Number:	4267694	PHARMACEUTICAL INDUSTRY PULSE
Registration Number:	3500636	COWEN AND COMPANY
Registration Number:	5863420	COWENVISION
Registration Number:	6075195	COWEN OUTPERFORM
Registration Number:	5692101	COWEN DIGITAL HEALTH INITIATIVE
Registration Number:	5479243	COWEN
Serial Number:	88067733	COWENVISION
Registration Number:	5069703	C
Registration Number:	2978454	ADR DIRECT
Registration Number:	3909386	CONVERGEX
Registration Number:	5217783	DARKEST
Registration Number:	3421792	RAMIUS
Serial Number:	90769498	PORTICO CAPITAL

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1920135 TM
NAME OF SUBMITTER:	Adalia Wu
SIGNATURE:	/Adalia Wu/
DATE SIGNED:	03/01/2023

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks, dated as of March 1, 2023 (the “Trademark Security Release”), is made by Morgan Stanley Senior Funding, Inc., as Administrative Agent for the Secured Parties pursuant to the Credit Agreement (as defined below) (in such capacity, the “Agent”), in favor of Cowen Inc., a Delaware corporation, Cowen Execution Holdco LLC, a Delaware limited liability company, Cowen Investment Management LLC, a Delaware limited liability company and Cowen PC Acquisition LLC, a Delaware limited liability company (each a “Grantor”, and collectively, the “Grantors”). Capitalized terms used and not defined herein have the meanings given to such terms in the Credit Agreement and the Security Agreements (each, as defined below).

WHEREAS, Cowen Inc., a Delaware corporation (the “Borrower”), the Lenders party thereto and the Agent entered into that certain Credit Agreement, dated as of March 24, 2021 (as amended by that certain Amendment No. 1 to the Credit Agreement, dated as of December 15, 2021, the “Credit Agreement”), pursuant to which the Lenders severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors, as applicable, and the other Guarantors, as applicable, executed and delivered (i) a Pledge and Security Agreement, dated as of March 24, 2021, in favor of the Agent and (ii) a Security Agreement Joinder, dated as of February 8, 2022, in favor of the Agent (together the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Grantors granted to the Agent for the benefit of the Secured Parties a continuing security interest in certain Intellectual Property, including the Trademarks (collectively, the “Trademark Collateral”);

WHEREAS, in connection with the Security Agreements, the Grantors, as applicable, executed and delivered (i) that certain Trademark Security Agreement dated as of March 24, 2021 made by and between the Grantors and the Agent (the “Initial Trademark Security Agreement”) and (ii) that certain Trademark Security Agreement dated as of February 8, 2022 made by and between the Grantor and the Agent (the “Trademark Security Agreement Joinder”) for recording with the United States Patent and Trademark Office;

WHEREAS, the Initial Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 19, 2021 on Reel 7262 Frame 0591 and the Trademark Security Agreement Joinder was recorded with the United States Patent and Trademark Office on February 9, 2022 on Reel 7630 Frame 0056;

WHEREAS, the Obligations (as defined in the Credit Agreement) secured by the Trademark Collateral have been repaid or otherwise satisfied; and

WHEREAS, the Agent therefore desires to release, terminate and discharge its Lien and security interest in and to the Trademark Collateral and grant all of its right, title and interest in the Trademark Collateral to the Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent agrees as follows:

1. The Agent hereby releases, terminates and discharges to the Grantors (a) the Agent's continuing security interest in, right of setoff against and Lien on, and (b) any of the Agent's other rights, title or interest of any kind or nature in, to or under, the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule 1 hereto.


2. The Agent hereby authorizes and acknowledges the termination of the Trademark Security Agreement. At Grantors' expense, the 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 and terminate the Trademark Security Agreement.

3. This Trademark Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Release by facsimile will be as effective as delivery of a manually executed counterpart of this Trademark Security Release.

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IN WITNESS WHEREOF, the parties hereto have caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

MORGAN STANLEY SENIOR FUNDING,
INC, in its capacity as Agent under the Credit
Agreement

By: 
Name: Lisa Hanson
Title: VP

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007988 FRAME: 0685

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK
REGISTRATION

Mark	Application Serial Number	Application Date	Registration Number	Registration Date	Record Owner
AHEAD OF THE CURVE	85665669	6/29/2012	4415762	10/8/2013	Cowen, Inc.
THE COWEN OIL-O- MATIC	86020752	7/26/2013	4748593	6/2/2015	Cowen, Inc.
COWEN GROUP	77863105	11/2/2009	3915063	2/1/2011	Cowen, Inc.
COWEN 360	85290200	4/8/2011	4268884	1/1/2013	Cowen, Inc.
PHARMACEUTICAL INDUSTRY PULSE	85611541	4/30/2012	4267694	1/1/2013	Cowen, Inc.
COWEN AND COMPANY	77074140	1/2/2007	3500636	9/16/2008	Cowen, Inc.
COWENVISION	86891783	1/29/2016	5863420	9/17/2019	Cowen, Inc.
COWEN OUTPERFORM	86984284	1/15/2016	6075195	6/9/2020	Cowen, Inc.
COWEN DIGITAL HEALTH INITIATIVE	86984332	1/29/2016	5692101	3/5/2019	Cowen, Inc.
COWEN	87521406	7/10/2017	5479243	5/29/2018	Cowen, Inc.
COWENVISION	88067733	8/7/2018	N/A	N/A	Cowen, Inc.
C	<u>86693307</u>	07/15/2015	<u>5069703</u>	10/25/2016	Cowen Execution Holdco LLC
ADR DIRECT	78197043	12/20/2002	2978454	7/26/2005	Cowen Execution Holdco LLC
CONVERGEX	78919539	6/29/2006	3909386	1/18/2011	Cowen Execution Holdco LLC

DARKEST	87218767	10/28/2016	5217783	6/6/2017	Cowen Execution Holdco LLC
RAMIUS	77212086	6/21/2007	3421792	5/6/2008	Cowen Investment Management LLC
PORTICO CAPITAL	90769498	6/11/2021	N/A	N/A	Cowen PC Acquisition LLC

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