

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midcap Financial Trust, as Collateral Agent		03/31/2023	Statutory Trust: DELAWARE
RECEIVING PARTY DATA			
Name:	Convergix Canada Holdings Corp. (f/k/a Skynet Canada Holdings Corp.)		
Street Address:	2222 Stephenson Hwy		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48083		
Entity Type:	Corporation: ONTARIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5734462	JMP SOLUTIONS	
Registration Number:	4595113	JMP ENGINEERING	
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:	christinaquinn@mvalaw.com, PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	017625.005358		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	03/31/2023		
Total Attachments: 4			
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source=2023 TRSI-T Midcap Financial Trust, as Collateral Agent to Convergix Canada (fka Skeynet)#page2.tif			

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 31, 2023 (“Release”), is made by MIDCAP FINANCIAL TRUST, as Collateral Agent (the “Agent”), in favor of CONVERGIX CANADA HOLDINGS CORP. (f/k/a Skynet Canada Holdings Corp.), a corporation existing under the laws of Ontario, Canada (the “Grantor”).

WHEREAS, the Agent, the Grantor, and certain other borrowers have entered into that certain Canadian Collateral Agreement, dated as of August 27, 2021 (as from time to time amended, restated, supplemented or otherwise modified, the “Canadian Collateral Agreement”);

WHEREAS, pursuant to that certain Canadian Collateral Agreement and that certain Grant of Security Interest in Trademarks, dated as of August 27, 2021 (the “Trademark Security Agreement”), the Grantor granted to the Agent, for the ratable benefit of the Secured Parties a security interest in and Lien on all of the right, title and interest of the Grantor in and to the Trademarks included in the Collateral (including, without limitation, those items listed on Schedule A hereto), as collateral security for the prompt and complete payment in full and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) at Reel 7406 Frame 0442 on August 27, 2021; and

WHEREAS, the Grantor has satisfied the terms of the Trademark Security Agreement and requests release of the entirety of the security interest granted and recorded against its Trademarks included in the Collateral.

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

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

SECTION 2. Termination and Release. The Agent, without representation, warranty, or recourse, hereby:

(a) terminates the Trademark Security Agreement and terminates, cancels, discharges, and releases all of security interest in and Lien on all of the right, title and interest of the Grantor in and to the Trademarks included in the Collateral (including, without limitation, those items listed on Schedule A hereto), whether granted pursuant to the Canadian Collateral Agreement, Trademark Security Agreement or otherwise (and including, but not limited to, the Trademarks listed on Schedule A attached hereto);

(b) assigns and transfers to the Grantor all of its right, title and interest in and to all Trademarks included in the Collateral, whether granted pursuant to the Canadian Collateral Agreement, Trademark Security Agreement or otherwise (including, but not limited to the Trademarks listed on Schedule A attached hereto), together with the goodwill of the business symbolized thereby; and

(c) authorizes the recordation of this Release with the USPTO or any similar office or agency within or outside the United States at the Grantor’s expense.

The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

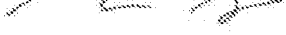
SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed as of the date first set forth above.

MIDCAP FINANCIAL TRUST,
as Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 

Name: Maurice Amsellem
Title: Authorized Signatory

Schedule A

Trademark Registrations

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Registration Date</u>	<u>Registration No.</u>
Canada	JMP SOLUTIONS	March 31, 2017	1830477	October 15, 2019	TMA1058845
Canada	JMP ENGINEERING	April 1, 2010	1475370	January 4, 2011	TMA786299
Canada	Autoflex Loader; Maximizing the Value of Your Labour Design	July 12, 2007	1355462	February 11, 2009	TMA734193
Canada	Autoflex Loader	March 13, 2008	1387990	May 21, 2009	TMA740534
United States	JMP SOLUTIONS	March 31, 2017	87394200	April 23, 2019	5734462
United States	JMP ENGINEERING	April 27, 2010	85024297	September 2, 2014	4595113