

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A., as successor to Silicon Valley Bank)		04/13/2023	State Chartered Commercial Bank: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	BQE Software, Inc.		
Street Address:	3825 Del Amo Boulevard		
City:	Torrance		
State/Country:	CALIFORNIA		
Postal Code:	90503		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5315049	O	
Registration Number:	5315048	BQE	
Registration Number:	4609389	ARCHIOFFICE	
Registration Number:	4711908	BILLQUICK	
Registration Number:	4605440	BQE	
Registration Number:	5367650	CORE POWERED BY BQE	
Registration Number:	3359256	ENGINEEROFFICE	
Registration Number:	4898092	POWER UP YOUR BUSINESS	
Registration Number:	4898093	POWER UP YOUR PRACTICE	
Registration Number:	5505864	POWERED BY BQE	
Registration Number:	5961861	YOUR BUSINESS OPERATING SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 949-451-3800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	91573-00003
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NAME OF SUBMITTER:	Stephanie Kann
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SIGNATURE:	/stephanie kann/
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DATE SIGNED:	04/14/2023
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Total Attachments: 6

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “*Termination and Release*”) is granted as of April 13, 2023 by **FIRST-CITIZENS BANK & TRUST COMPANY** (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)) (“*SVB*”) as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, “Agent”), in favor of **BQE SOFTWARE, INC.**, a California corporation (the “*Grantor*”).

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement, dated as of March 18, 2021 (the “*IPSA*”) pursuant to the Credit Agreement and the Guarantee and Collateral Agreement (each as defined or referred to therein), and pursuant to the *IPSA* and the Guarantee and Collateral Agreement, granted to the Agent a security interest in all of its right, title and interest in its Intellectual Property, including (a) all of the Grantor’s Copyrights and Copyright Licenses referred to on Exhibit A of the *IPSA*; (b) all of the Grantor’s Patents and Patent Licenses referred to on Exhibit B of the *IPSA*; and (c) all of the Grantor’s Trademarks and Trademark Licenses, including, without limitation, those referred to on Exhibit C of the *IPSA* (but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with the United States Patent and Trademark Office (the “*USPTO*”) with respect thereto, to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all renewals and extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (collectively the “*Intellectual Property Collateral*”), notice of which was recorded with the USPTO on March 18, 2021, at Reel 7224, Frame 0922 with respect to the Grantor’s Trademarks.

WHEREAS, Grantor has requested that Agent hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of Grantor in, to and under all of the Intellectual Property Collateral as herein provided; and

WHEREAS, Grantor has requested that Agent provide a document suitable for recording with the USPTO and United States Copyright Office (“*USCO*”) to evidence the release of Agent’s security interests in and liens on the Intellectual Property Collateral as herein provided.

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

1. terminates the *IPSA* and releases, terminates and discharges fully all liens and security interests thereunder in Grantor’s right, title and interest in, to and under the Intellectual Property Collateral, including, without limitation, the trademarks and copyrights identified in Schedule I hereto; and
2. authorizes and requests that this Termination and Release be recorded with the USPTO and USCO.

THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

FIRST-CITIZENS BANK & TRUST COMPANY
(successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank))

By:  _____

Name: Connor Potvin

Title: Vice President

[Signature Page to Termination and Release of Trademark Security Agreements (BQE Software)]

TRADEMARK
REEL: 008043 FRAME: 0033

SCHEDULE I
TO
TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT A

COPYRIGHTS

Registered Copyrights

<i>Current Owner of Record</i>	<i>Work of Authorship</i>	<i>Jurisdiction</i>	<i>Registration No.</i>	<i>Registration Date</i>
OrangeLoft, LLC ¹	ArchiOffice	U.S.	TX0006218678	9/14/2005

Pending Copyright Applications: None.

Copyright Licenses: None.

¹ To be assigned.

EXHIBIT B

PATENTS

Issued Patents: None.



Pending Patent Applications: None.





Patent Licenses: None.

EXHIBIT C

TRADEMARKS

Registered Trademarks

<i>Registered Owner</i>	<i>Mark</i>	<i>Jurisdiction</i>	<i>Registration No.</i>	<i>Registration Date</i>
BQE Software, Inc.		IR/Madrid	1369194	5/2/2017
BQE Software, Inc.		IR/Madrid	1368813	5/2/2017
BQE Software, Inc.	POWERED BY BQE	IR/Madrid	1375302	5/2/2017
BQE Software, Inc.	YOUR BUSINESS OPERATING SYSTEM	IR/Madrid	1375303	5/2/2017
BQE Software, Inc.		U.S.	5315049	10/24/2017
BQE Software, Inc.		U.S.	5315048	10/24/2017
BQE Software, Inc.	ARCHIOFFICE	U.S.	4609389	9/23/2014
BQE Software, Inc.	BillQuick	U.S.	4711908	3/31/2015
BQE Software, Inc.	BQE	U.S.	4605440	9/16/2014
BQE Software, Inc.	CORE POWERED BY BQE	U.S.	5367650	1/2/2018
BQE Software, Inc.	EngineerOffice	U.S.	3359256	12/25/2007

BQE Software, Inc.	POWER UP YOUR BUSINESS	U.S.	4898092	2/9/2016
BQE Software, Inc.	POWER UP YOUR PRACTICE	U.S.	4898093	2/9/2016
BQE Software, Inc.	POWERED BY BQE	U.S.	5505864	7/3/2018
BQE Software, Inc.	YOUR BUSINESS OPERATING SYSTEM	U.S.	5961861	1/14/2020
BQE Software, Inc.		Australia	1368813	5/2/2017
BQE Software, Inc.		Australia	1369194	5/2/2017
BQE Software, Inc.		New Zealand	1369194	5/2/2017
BQE Software, Inc.	YOUR BUSINESS OPERATING SYSTEM	New Zealand	1375303	5/2/2017
BQE Software, Inc.	POWERED BY BQE	New Zealand	1375302	5/2/2017
BQE Software, Inc.		New Zealand	1368813	5/2/2017

Pending Trademark Applications: None.

Trademark Licenses: None.

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