

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bay Coast Bank, as Collateral Agent		05/11/2023	Chartered Bank: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Attain Finance, LLC		
Street Address:	200 West Hubbard Street		
Internal Address:	8th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77899448	OPT+	
Serial Number:	86131299	OPT+	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	26276-2		
NAME OF SUBMITTER:	Michelle Nowicki		
SIGNATURE:	/Michelle Nowicki/		
DATE SIGNED:	05/17/2023		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS dated as of May 11, 2023, from **BAY COAST BANK**, as collateral agent (together with any successor collateral agent or assign and any co-collateral agents, in such capacity, the “Collateral Agent”), with offices at 330 Swansea Mall Drive, Swansea, Massachusetts 02777, in favor of Attain Finance, LLC, a Nevada limited liability company with principal offices at 200 West Hubbard Street, 8th Floor, Chicago, Illinois 60654 (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of September 1, 2017, among the Grantor, the other grantors party thereto and the Collateral Agent, the Grantor entered into a certain Trademark Security Agreement, dated as of September 1, 2017 (the “Trademark Security Agreement”), by and between the Grantor and the Collateral Agent;

WHEREAS, the Grantor granted the Collateral Agent, under the terms of the Trademark Security Agreement, a continuing security interest (the “Security Interest”) in favor of the Collateral Agent in and to all of its Marks, including without limitation those Marks listed in Schedule A attached hereto and incorporated herein by reference, all Proceeds and products of the Marks, the goodwill of the business with which the Marks are associated and all causes of action arising prior to or after the date of the Trademark Security Agreement for infringement of any of the Marks or unfair competition regarding the same (collectively, the “Released Marks”);

WHEREAS, the Termination Date under the Security Agreement has occurred substantially concurrently with this Termination and Release of Security Interest in Trademark Rights; and

WHEREAS, the Collateral Agent has agreed to terminate and release the Security Interest in all such Released Marks as herein provided.

Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Collateral Agent, for itself and on behalf of the lenders in association with the Security Interest, hereby releases, terminates and discharges any and all of its interest in the Released Marks of the Grantor, including all of the goodwill of the businesses with which the Released Marks are associated, and assigns, transfers and conveys to the Grantor any interest in such intellectual property, including the Security Interest and any other liens. The Collateral Agent further hereby waives and relinquishes with respect to the Released Marks all of its rights, powers, privileges and remedies with respect to the Grantor and its successors and assigns in association with the Security Interest and hereby releases solely with respect to the Released Marks the Grantor and its successors and assigns from all covenants, obligations, liabilities and warranties in association with the Security Interest.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Trademark Release to be executed as of the day and year first written above.

BAY COAST BANK,
as Collateral Agent



By: _____
Name: Carl Taber
Title: Executive Vice President

[Signature Page to Termination and Release of Security Interest In Trademarks]

TRADEMARK
REEL: 008075 FRAME: 0161

SCHEDULE A

Trademarks

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
OPT+	Attain Finance, LLC	77/899,448	December 22, 2009	4,187,171	August 7, 2012
OPT+	Attain Finance, LLC	86/131,299	November 27, 2013		