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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM816132

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT RELEASE AND REASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
APOGEM CAPITAL LLC		06/08/2023	Limited Liability Company:

#### **RECEIVING PARTY DATA**

Name:	IMAGING BUSINESS MACHINES, L.L.C.
Street Address:	2750 Crestwood Blvd.
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35210
Entity Type:	Limited Liability Company: ALABAMA

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	6296276	IQPRO
Registration Number:	6302198	IBML FUSION
Registration Number:	6302199	IBML FUSION
Serial Number:	90578942	SOFTTRAC

### **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:** 8602402755

**Email:** derek.wayne@morganlewis.com

Correspondent Name: Derek Wayne

Address Line 1: Morgan, Lewis & Bockius LLP

Address Line 2: One State Street

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Derek Wayne
SIGNATURE:	/s/ Derek Wayne
DATE SIGNED:	06/08/2023

**Total Attachments: 4** 

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#### TRADEMARK SECURITY AGREEMENT RELEASE AND REASSIGNMENT

THIS TRADEMARK SECURITY AGREEMENT RELEASE AND REASSIGNMENT is made as of June 8, 2023, by APOGEM CAPITAL LLC (as successor by appointment to Madison Capital Funding LLC) ("Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, IMAGING BUSINESS MACHINES, L.L.C., an Alabama limited liability company ("<u>Grantor</u>"), and Agent were parties to that certain Trademark Security Agreement dated as of August 30, 2021 (the "<u>Security Agreement</u>") pursuant to which the Grantor granted a security interest to Agent in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto:

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 30, 2021, at Reel 7407, Frame 0970;

WHEREAS, an Omnibus Agency Transfer and Sub-Agent Appointment Agreement was entered by and between Madison Capital Funding LLC, as retiring agent, and Apogem Capital LLC, as successor agent;

WHEREAS, an Assignment of Intellectual Property Security Agreement was entered into by and between Madison Capital Funding LLC, as retiring agent, and Apogem Capital LLC, as successor agent, pursuant to which Madison Capital Funding LLC assigned and transferred to Apogem Capital LLC all of its rights, title and interest in and to the Security Agreement;

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

- 1. Agent hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
  - (i) each Trademark listed on <u>Schedule 1</u> annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (ii) all income, royalties, proceeds and liabilities of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement, misappropriation, violation or dilution of each such Trademark.
- 2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.
  - 3. Agent hereby terminates and cancels the Security Agreement.

[Signature Page Follows]

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

APOGEM CAPITAL LLC

By:

Name: Timothy Kellen Title: Vice President

# SCHEDULE 1

# **Registered Trademarks**

Trademark	Registration Number	Registration Date	Status of Mark
IQPRO	6296276	3/16/21	Registered
IBMLFUSION	6302198	3/23/21	Registered
IBMLFUSION	6302199	3/23/21	Registered

# **Trademark Applications**

Trademark	Application	Application	Status of
	Number	Date	Mark
SOFTRAC	90578942	3/15/21	Application

TRADEMARK REEL: 008095 FRAME: 0830

**RECORDED: 06/08/2023**