

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820002

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRUIST BANK		06/26/2023	National Banking Association: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	COLLABRUS INC.		
Street Address:	180 Montgomery Street		
Internal Address:	Suite 2380		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78607212	COLLABRUS	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	(404) 572-3117		
Email:	aquinn@KSLAW.com		
Correspondent Name:	Alanna Quinn		
Address Line 1:	1180 Peachtree St NE		
Address Line 2:	Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Alanna Quinn		
SIGNATURE:	/s/ Alanna Quinn		
DATE SIGNED:	06/27/2023		
Total Attachments: 4			
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PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST

This **PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST**, dated as of June 26, 2023 (the “**Release**”), is made by TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assignees, the “**Administrative Agent**”), in favor of COLLABRUS INC., a California corporation (the “**Company**”).

WHEREAS, SEG OPERATIONS, LLC, a Delaware limited liability company (“**Holdings**”), SOLOMONEDWARDSGROUP, LLC, a Delaware limited liability company (the “**Borrower**”), the Lenders party thereto and the Administrative Agent are parties to that certain Revolving Credit and Term Loan Agreement, dated as of April 18, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Credit Agreement, the Security Agreement defined herein or the Trademark Security Agreement defined herein, as applicable);

WHEREAS, in connection with entering into the Credit Agreement, the Company entered into that certain Guaranty and Security Agreement, dated as of April 18, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), whereby the Company pledged, assigned and transferred to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under its Collateral, including the Trademark registrations and applications of the Company;

WHEREAS, in connection with the Security Agreement, the Company pledged, assigned and transferred to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the Company’s Trademark Collateral, pursuant to that certain Trademark Security Agreement, dated as of April 18, 2022, executed by the Company and the other Grantors party thereto in favor of the Administrative Agent for the benefit of the Secured Parties, which was duly recorded on April 18, 2022, at Reel/Frame 7694/0860 in the United States Patent and Trademark Office (the “**Trademark Security Agreement**”); and

WHEREAS, the Company has entered into that certain Securities Transfer Agreement, dated as of the date hereof, pursuant to which, among other things, the transferee thereunder will acquire all of the Company’s rights, title and interest in the Trademark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (collectively, the “**Released Trademarks**”) and, in connection therewith, the Administrative Agent wishes to release and restore all right, title and interest in the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Administrative Agent hereby (a) grants, assigns and conveys, without recourse or warranty, to the Company all of its rights, title and interest in the Released Trademarks, (b) terminates, releases, discharges, quitclaims and relinquishes unto the Company any and all security interests and liens it has against the Released Trademarks, and (c) releases the Company as a “Grantor” under the Trademark Security Agreement. Except for the release of Released Trademarks specifically identified on Schedule A attached hereto (including the associated

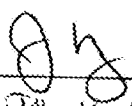
goodwill) and the release of the Company as Grantor under the Trademark Security Agreement, all terms and provisions of the Trademark Security Agreement shall remain in full force and effect. Except as expressly set forth above, nothing herein shall affect the security interest of the Administrative Agent in the Trademark Collateral, or any other security interest granted by the Company or any other Grantors to the Administrative Agent. Nothing contained herein shall in any way impair the validity or enforceability of the Security Agreement or the Trademark Security Agreement, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein.

AND FURTHER, the Administrative Agent acknowledges that this Release may be filed, along with other necessary documentation, with the United States Patent and Trademark Office or any other governmental office to evidence the release of the Released Trademarks set forth herein. the Administrative Agent agrees to take further actions, and provide to the Company such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), in each case, as reasonably requested by the Borrower and at the Borrower's expense, to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, Administrative Agent has caused this Partial Release of Trademark Security Interest to be executed by its duly authorized representative as of the date first above written.

TRUIST BANK, as Administrative Agent

By: 
Name: John Kimber
Title: SVP

SCHEDULE A

Released Trademarks

Trademark	Country	Serial. Number	Filing Date	Reg. Number	Reg. Date	Status	Registrant
COLLABRUS	U.S. Federal	78607212	April 12, 2005	3115367	July 11, 2016	Registered	Collabrus Inc.