

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRUIST BANK, as Administrative Agent		07/13/2023	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Smith & Howard Advisory LLC		
Street Address:	271 17th Street NW		
Internal Address:	Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30363		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3309828	WHERE PEOPLE COUNT & SERVICE MATTERS	
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:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	040435.000048		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	07/18/2023		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of July 13, 2023 and granted by Truist Bank, as Administrative Agent (the “**Administrative Agent**”), a North Carolina corporation, as Administrative Agent for the holders of the Secured Obligations under the Security Agreements referred to below (the “**Secured Parties**”), in favor of Smith & Howard Advisory LLC, a Delaware limited liability company (the “**Obligor**”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain *Security and Pledge Agreement* dated as of November 4, 2022 (the “**Security and Pledge Agreement**”) by and among the Obligor and the Administrative Agent and the lenders party thereto, the Obligor executed and delivered to the Administrative Agent that certain *Notice of Grant of Security Interest in Trademarks* by and between Obligor and the Administrative Agent dated as of November 4, 2022 (the “**Trademark Security Agreement**” and, together with the Security and Pledge Agreement, the “**Security Agreements**”; capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to such terms in the Security Agreements);

WHEREAS, pursuant to the Security Agreements, the Obligor granted to the Administrative Agent for the benefit of the Secured Parties a security interest in and a right to set-off against any all right, title and interest of Obligor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame 7910/0983 on November 4, 2022; and

WHEREAS, the Obligor has requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Obligor of any and all right, title and interest the Administrative Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

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

1. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests and right to set-off that it has pursuant to the Security Agreements in any and all right, title and interest of the Obligor, and reassigns to the Obligor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights, other identifiers of source of origin and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);

(b) all rights of any kind whatsoever of such Obligor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Administrative Agent agrees, at the Obligor's expense, to take all further actions, and provide to the Obligor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Obligor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TRUIST BANK,

as Administrative Agent

By: 

Name: *Lex Majors*

Title: *SVP*

Truist Bank
303 Peachtree Street, N.E. 25th Floor
Atlanta, GA 30308
Attention: Portfolio Manager

SCHEDULE 1
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
WHERE PEOPLE COUNT & SERVICE MATTERS	U.S.	3309828	Oct. 9, 2007