

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at R/F 7507-0191		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monroe Capital Management Advisors, LLC		07/18/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Certify, Inc.		
Street Address:	320 Cumberland Avenue		
City:	Portland		
State/Country:	MAINE		
Postal Code:	04101		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6449463	EMBURSE	
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:	3128622272		
Email:	carrie.rosenburg@kirkland.com		
Correspondent Name:	Carrie Rosenburg		
Address Line 1:	Kirkland and Ellis		
Address Line 2:	300 N LaSalle		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	46583-8		
NAME OF SUBMITTER:	Carrie Rosenburg		
SIGNATURE:	/Carrie Rosenburg/		
DATE SIGNED:	07/25/2023		
Total Attachments: 4			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Termination and Release”), dated as of July 18, 2023, is made by Monroe Capital Management Advisors, LLC, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”) in favor of the Grantor (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of November 2, 2021, entered into pursuant to that certain Guaranty and Security Agreement, dated as of February 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time), and recorded with the Trademark Division of the United States Patent and Trademark Office on November 2, 2021 at Reel/Frame 7507/0191 (the “Trademark Security Agreement”), a lien on and security interest (the “Security Interest”) was granted by Certify, Inc., a Delaware corporation (the “Grantor”) to the Collateral Agent in the Trademark Collateral, including but not limited to the Trademarks set forth on Schedule A hereto (the “Released Trademarks”);

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Released Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

1. **Definitions.** Capitalized terms not defined herein shall have the meanings set forth in the Trademark Security Agreement.
2. **Release of Security Interest.** The Collateral Agent, without representation, warranty or recourse, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all Security Interest in the Released Trademarks, and any right, title or interest of the Collateral Agent in the Released Trademarks shall hereby cease and become void, and hereby assigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Collateral Agent, any and all of the Collateral Agent’s right, title and interest in and to the Released Trademarks.
3. **Recordation.** The Collateral Agent authorizes Grantor and its agents and designees to record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority or agency at Grantor’s expense.
4. **Further Assurances.** The Collateral Agent further agrees to execute and deliver to the Grantor and its agents and designees any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably request (at the Grantor’s expense) in order to carry out the purposes of this Termination and Release and confirm the Grantor’s right, title and interest in, to and under the Released Trademarks.
5. **Choice of Law.** THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK,

WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Signature page follows]

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

MONROE CAPITAL MANAGEMENT ADVISORS, LLC
as Agent

By: Paul Seitz
Name: Paul Seitz
Title: Director

Schedule A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Certify, Inc.	United States	EMBURSE	88/614483	09/12/2019
			6449463	08/10/2021