

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golub Capital LLC, as Collateral Agent		07/25/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Chesapeake Systems Solutions, Inc.		
Street Address:	10461 Mill Run Circle, Suite 600 Two Owings Mills Corporate Center		
City:	Owings Mills		
State/Country:	MARYLAND		
Postal Code:	21117		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4655563	CHESAPEAKE SYSTEM SOLUTIONS	
Registration Number:	4795393	CHESAPEAKE IDM	
Registration Number:	2926967	SMARTTREASURY	
Registration Number:	2838771	SMARTRESOLVE	
Registration Number:	2838772	SMARTMATCH	
Registration Number:	2843814	SMARTANALYSIS	
Registration Number:	2612769	CHESAPEAKE SYSTEMSOLUTIONS	
Registration Number:	2552755	T-RECS	
Registration Number:	3039813	UPCS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	sharon.elkin@katten.com		
Correspondent Name:	Sharon Elkin, Paralegal		
Address Line 1:	525 W. Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-00197		

CH \$240.00 4655563

NAME OF SUBMITTER:	Sharon ELkin
SIGNATURE:	/Sharon Elkin/
DATE SIGNED:	07/25/2023
Total Attachments: 3 source=golub trintech trademark release and reassignment (chesapeake) [executed]#page1.tif source=golub trintech trademark release and reassignment (chesapeake) [executed]#page2.tif source=golub trintech trademark release and reassignment (chesapeake) [executed]#page3.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “Trademark Release and Reassignment”) is made as of July 25, 2023 by Golub Capital LLC, in its capacity as collateral agent (“Collateral Agent”) in favor of Chesapeake Systems Solutions, Inc., an Alabama corporation (“Pledgor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement or if not defined therein, the Credit Agreement.

WITNESSETH:

WHEREAS, Pledgor and Collateral Agent are parties to that certain Amended and Restated Credit Agreement, dated as of December 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time, (the “Credit Agreement”) and that certain Security Agreement, dated as of October 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, Pledgor and Collateral Agent executed that certain Trademark Security Agreement, dated as of May 2, 2016 (the “Trademark Security Agreement”), pursuant to which Pledgor pledged and granted a security interest to Collateral Agent in all of its right, title and interest in, to and under all of the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 3, 2016 at Reel 5783, Frame 0588; and

WHEREAS, in connection with the repayment in full of the Secured Obligations, the Collateral Agent wishes to terminate and cancel the Trademark Security Agreement and release and reassign its security interest in the Trademark Collateral to Pledgor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Trademark Security Agreement:

1. Collateral Agent hereby, on behalf of itself and the Secured Parties, irrevocably terminates and cancels the Trademark Security Agreement and releases its Lien on and security interest in and to all of Pledgor’s right, title and interest in, to and under all the following, in each case excluding Excluded Property (collectively the “Trademark Collateral”):

- (a) all Trademarks of the Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

2. Collateral Agent hereby reassigns, grants and conveys to Pledgor, without any representation, recourse or undertaking by Collateral Agent, any and all right, title and interest that Collateral Agent or any Secured Party may have in, to and under the Trademark Collateral.

3. Collateral Agent authorizes and requests that the Trademark Division of the United States Patent and Trademark Office record this Trademark Release and Reassignment and hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signature page follows]

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

GOLUB CAPITAL LLC, as Collateral Agent

By: 

Name: Robert G. Tuchscherer

Title: Senior Managing Director

SCHEDULE 1

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TITLE
Chesapeake System Solutions, Inc.	4655563	12/16/14	CHESAPEAKE SYSTEM SOLUTIONS
Chesapeake System Solutions, Inc.	4795393	8/18/15	CHESAPEAKE IDM
Chesapeake System Solutions, Inc.	2926967	2/15/05	SMARTTREASURY
Chesapeake System Solutions, Inc.	2838771	5/4/04	SMARTRESOLVE
Chesapeake System Solutions, Inc.	2838772	5/4/04	SMARTMATCH
Chesapeake System Solutions, Inc.	2843814	5/18/04	SMART ANALYSIS
Chesapeake System Solutions, Inc.	2612769	8/27/02	CHESAPEAKE SYSTEMSOLUTIONS
Chesapeake System Solutions, Inc.	2552755	3/26/02	T-RECS
Chesapeake System Solutions, Inc.	3039813	1/10/06	UPCS

United States Trademark Applications:

None.