

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM826183

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ares Capital Corporation		07/13/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FM:Systems Group, LLC		
<b>Street Address:</b>	2301 Sugar Bush Road, Suite 500		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27612		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4545339	FM:MOBILE	
<b>Registration Number:</b>	4434122	FM:BIM	
<b>Registration Number:</b>	4160582	FM:INTERACT	
<b>Registration Number:</b>	4240609	FM:CAD	
<b>Registration Number:</b>	3010626	FM:SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(954) 415-0780		
<b>Email:</b>	susan.cain.sanchez@jci.com		
<b>Correspondent Name:</b>	Susan Cain		
<b>Address Line 1:</b>	6600 Congress Ave		
<b>Address Line 4:</b>	Boca Raton, FLORIDA 33487		
<b>NAME OF SUBMITTER:</b>	Susan Cain		
<b>SIGNATURE:</b>	/Susan Cain/		
<b>DATE SIGNED:</b>	07/21/2023		
<b>Total Attachments: 4</b>			
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## TRADEMARK RELEASE

This TRADEMARK RELEASE (this “Release”) is made as of July 13, 2023, by ARES CAPITAL CORPORATION (as successor-in-interest by assignment to Pacific Western Bank) (“Agent”), as Administrative Agent, in favor of FM:SYSTEMS GROUP, LLC, a Delaware limited liability company (the “Grantor”).

### WITNESSETH:

WHEREAS, pursuant to the terms and conditions of that certain Credit Agreement, dated as of January 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Grantor, the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Agent, Grantor entered into that certain Guarantee and Collateral Agreement, dated as of January 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), by and among Grantor, the other Grantors party thereto from time to time and Agent, for its benefit and the ratable benefit of the Lenders, a security interest in all of Grantor’s Collateral, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, the Grantor was required to execute and deliver to Agent for the benefit of itself and the Lenders, the Trademark Security Agreement (as defined below);

WHEREAS, Agent and the Grantor were parties to that certain Trademark Security Agreement, dated as of January 31, 2017 (the “Trademark Security Agreement”), pursuant to which the Grantor granted, to Agent, for the benefit of itself and the Lenders, a continuing security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under Trademark Collateral (as defined below), including, without limitation, the Trademarks set forth on Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement in favor of Pacific Western Bank was recorded by the Trademark Division of the United States Patent and Trademark Office on January 31, 2017, at Reel 5977, Frame 0414;

WHEREAS, the Assignment of Intellectual Property Security Agreement granted to Ares Capital Corporation was recorded by the Trademark Division of the United States Patent and Trademark Office on May 10, 2018; and

WHEREAS, Agent acknowledges payment in full and performance of the Secured Obligations by the Grantor, and as a result has agreed to release, cancel, terminate and discharge the entirety of its Security Interest in the Trademark Collateral.

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

1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed in or otherwise referenced in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

2. Release of Security Interest in Trademark Collateral. Agent hereby absolutely, unconditionally and irrevocably releases, cancels, terminates and discharges its Security Interest in Grantor's entire right, title and interest in and to the following (collectively, the "Trademark Collateral"):

a. all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A; and

b. the right to obtain all renewals thereof.

3. Further Assurances. Agent hereby (i) agrees, at Grantor's sole expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release, cancellation, termination and discharge of the Security Interest contemplated hereby and (ii) authorizes and requests that the Commissioner for Trademarks record this Release.

4. Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

5. Miscellaneous. This Release may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows.]*

IN WITNESS WHEREOF, Agent has caused this Release to be executed as of the date first set forth above.

**ARES CAPITAL CORPORATION**, as Agent

By:  \_\_\_\_\_

Name: **M. Kort Schnabel**

Title: Authorized Signatory

**SCHEDULE A**

**Trademarks**

<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
FM:MOBILE	85821265	1/11/13	4545339	6/3/14
FM:BIM	85789164	11/28/12	4434122	11/12/13
FM:INTERACT	85445339	10/12/11	4160582	6/19/12
FM:CAD	85445346	10/12/11	4240609	11/13/12
FM:SYSTEMS	78361828	2/3/04	3010626	11/1/05

*Schedule A to Trademark Release*

**TRADEMARK**

**REEL: 008152 FRAME: 0655**

**RECORDED: 07/21/2023**