

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REELS/FRAMES 5626/0855 AND 7071/0530		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UMB BANK, N.A.		07/19/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	BAKER HILL SOLUTIONS, LLC (as successor in interest to Baker Hill Acquisition, LLC)		
Street Address:	12900 NORTH MERIDIAN, SUITE 200		
City:	CARMEL		
State/Country:	INDIANA		
Postal Code:	46032		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3072229	PORTFOLIO RISK ADVISOR	
Registration Number:	2993440	CLIENT ADVISOR	
Registration Number:	3006690	EXCEPTION ADVISOR	
Registration Number:	3003287	BAKER HILL	
Registration Number:	3083230	BAKER HILL ORIGINATION	
Registration Number:	2981546	BANK2DEALER	
Registration Number:	2848970	BANK2CONSUMER	
Registration Number:	2867455	BAKER HILL ADVISOR	
Registration Number:	2715477	BANK2BUSINESS	
Registration Number:	1963158	ONEPOINT	
Registration Number:	5371305	BAKER HILL NEXTGEN	
CORRESPONDENCE DATA			
Fax Number:	6507393900		
<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:	6507393939		
Email:	DebbieWu@JonesDay.com		

CH \$290.00 3072229

Correspondent Name: JONES DAY
Address Line 1: 250 Vesey Street
Address Line 4: New York, NEW YORK 10281-1047

ATTORNEY DOCKET NUMBER: 560255-017005

NAME OF SUBMITTER: DEBBIE WU

SIGNATURE: /Debbie Wu/

DATE SIGNED: 08/04/2023

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY AGREEMENT – TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY AGREEMENT-TRADEMARKS (this “Termination”), is dated as of July 19, 2023, and made by **UMB BANK, N.A.**, as agent (the “Grantee”), to **BAKER HILL SOLUTIONS, LLC**, a Delaware limited liability company (the “Grantor”), as successor in interest to Baker Hill Acquisition, LLC.

WHEREAS, the Grantor has previously entered into a Pledge and Security Agreement dated as of September 21, 2015 (the “Security Agreement”) among the Grantor, the other Pledgors named therein, and Triangle Mezzanine Fund LLLP, a North Carolina limited liability limited partnership (“TMF”), as agent for the lenders party to that certain Credit Agreement dated as of September 21, 2015 (as amended, modified, restated or supplemented from time to time, the “Credit Agreement”);

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated as of July 31, 2018 (the “TMF Assignment and Assumption Agreement”), and that certain Resignation and Agency Substitution Agreement, dated as of July 31, 2018, TMF assigned its rights in the Security Agreement and the Credit Agreement to the assignees party to the TMF Assignment and Assumption Agreement and resigned in its capacity as agent under the Credit Agreement and the other Financing Documents (as defined in the Credit Agreement), with BSP Agency, LLC, a Delaware limited liability company (“BSP”), as the successor agent;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement, dated as of October 5, 2020, and that certain Resignation and Agency Substitution Agreement, dated as of October 5, 2020, BSP assigned its rights in the Security Agreement and the Credit Agreement to Dogwood Credit, LP and resigned in its capacity as agent under the Credit Agreement and the other Financing Documents (as defined in the Credit Agreement), with UMB Bank, N.A. as the successor agent;

WHEREAS, pursuant to the Security Agreement, a security interest was granted by the Grantor to Grantee in certain collateral, including the Intellectual Property (as hereinafter defined);

WHEREAS, (i) TMF recorded its security interest in the Intellectual Property with the trademark division of the United States Patent and Trademark Office (the “USPTO”) on September 21, 2015, at Reel/Frame 5626/0855, and (ii) the Grantee recorded its security interest in the Intellectual Property with the trademark division of the USPTO on October 6, 2020, at Reel/Frame 7071/0530;

WHEREAS, pursuant to that certain Payoff Letter dated as of July 19, 2023 by and among the Grantee, Dogwood Credit, LP, DMA Holding Company, the Grantor and Baker Hill Solutions LLC, the Grantee has agreed to terminate the Security Agreement and terminate, release and discharge its security interest in the Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

1. Definitions. The term “Intellectual Property,” as used herein, shall mean all of the Grantor’s right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Exhibit A hereto, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof.

2. Release of Security Interest. Grantee hereby terminates the Security Agreement and terminates, releases and discharges its security interest in the Intellectual Property.

3. Further Assurances. The Grantee hereby authorizes the Grantor or its authorized representative to (i) record this Termination with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Grantee in the Intellectual Property under the Security Agreement and/or (iii) otherwise record or file this Termination in the applicable governmental office or agency. The Grantee further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or their agents or designees) reasonably request (at the Grantor’s sole cost and expense) in order to confirm this Termination and the Grantor’s right, title and interest in and to the Intellectual Property under the Security Agreement.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

UMB BANK, N.A., as agent

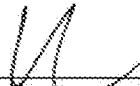
By: 
Name: Kenneth F. Childs
Title: Vice President

Exhibit A

TRADEMARKS

	Mark	Jurisdiction	App No./ App Date	Reg. No./ Reg. Date
1	PORTFOLIO RISK ADVISOR	US	76594046 5/26/2004	3072229 3/21/2006
2	CLIENT ADVISOR	US	76594048 5/26/2004	2993440 9/6/2005
3	EXCEPTION ADVISOR	US	76594047 5/26/2004	3006690 10/11/2005
4	BAKER HILL	US	76555523 10/31/2003	3003287 10/4/2005
5	BAKER HILL ORIGINATION	US	76555524 10/31/2003	3083230 4/18/2006
6	BANK2DEALER	US	76555525 10/31/2003	2981546 8/2/2005
7	BANK2CONSUMER	US	76483043 1/14/2003	2848970 6/1/2004
8	BAKER HILL ADVISOR	US	76447175 9/5/2002	2867455 7/27/2004
9	BANK2BUSINESS	US	76409401 5/17/2002	2715477 5/13/2003
10	ONE POINT	US	74646987 3/15/1995	1963158 3/19/1996
11	BAKER HILL NEXTGEN	US	87223830 11/2/2016	5371305 1/2/2018