

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRAYCLIFF MEZZANINE III LP, AS COLLATERAL AGENT		08/04/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	BAYFIRST SOLUTIONS LLC		
Street Address:	1025 Vermont Avenue		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20005		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3411711	BAYFIRST SOLUTIONS LLC	
Registration Number:	3405372	BAYFIRST	
Registration Number:	3431183		
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:	kareem.ansley@blankrome.com		
Correspondent Name:	KAREEM ANSLEY		
Address Line 1:	BLANK ROME LLP		
Address Line 2:	717 TEXAS AVENUE, SUITE 1400		
Address Line 4:	HOUSTON, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	154502-01050		
NAME OF SUBMITTER:	Kareem Ansley		
SIGNATURE:	/Kareem Ansley/		
DATE SIGNED:	08/07/2023		
Total Attachments: 3			
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**RELEASE AND REASSIGNMENT OF
GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS RELEASE AND REASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS is made as of August 4, 2023, by GRAYCLIFF MEZZANINE III LP, as collateral agent acting for the benefit of the Secured Parties (in such capacity, the “Collateral Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, BAYFIRST SOLUTIONS LLC, a Delaware limited liability company (“Grantor”), and the Collateral Agent are parties to that certain Grant of Security Interest in Trademark Rights, dated as of June 1, 2021 (the “Trademark Security Agreement”) pursuant to which the Grantor granted a security interest to the Collateral Agent for the benefit of the Secured Parties in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to the Collateral Agent for the benefit of the Secured Parties, including the trademarks set forth on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on June 1, 2021, at Reel 7312, Frame 0375;

WHEREAS, Grantor has requested that the Collateral Agent release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. The Collateral Agent hereby releases its security interest in all of Grantor’s right, title and interest in, to and under all of the Grantor’s Trademarks including, without limitation, those trademarks listed on Schedule A hereto (collectively the “Trademark Collateral”).
2. The Collateral Agent hereby reassigns, 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 Trademarks and Trademark Collateral.
3. The Collateral Agent hereby terminates and cancels the Trademark Security Agreement.

[Signature Page Follows]


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

GRAYCLIFF MEZZANINE III LP

By:

Name:

Title:






Steven Schaefer
CFO

[Signature Page to Release and Reassignment of Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 008158 FRAME: 0124

SCHEDULE A

<u>Trademark Owner</u>	<u>Trademark</u>	<u>Registration/ Serial Number</u>	<u>Date</u>
BAYFIRST SOLUTIONS, LLC	BAYFIRST SOLUTIONS LLC Cross References: BAY 1ST SOLUTIONS LLC 	3411711 / 78764377	04/15/2008 / 12/01/2005
BAYFIRST SOLUTIONS, LLC	BAYFIRST Cross References: BAY 1 ST 	3405372 / 78764378	04/01/2008 / 12/01/2005
BAYFIRST SOLUTIONS, LLC	Design Only 	3431183 / 78764837	05/20/2008 / 12/01/2005