

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTERN ALLIANCE BANK		09/01/2023	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	EXAMITY INC.		
Street Address:	153 Needham Street		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02464		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4243827	CERTIFIED REMOTE AGENT	
Registration Number:	4456625	EXAMITY	
Registration Number:	4492447	FAIREXAM	
Registration Number:	5094433	EXAMILINK	
Registration Number:	5094434	EXAMILOCK	
Registration Number:	5090017	EXAMIKEY	
Registration Number:	5090018	EXAMIBADGE	
Registration Number:	5328559	EXAMIDATA	
Registration Number:	5328560	EXAMISHOW	
Registration Number:	5328561	EXAMIKNOW	
Registration Number:	5328562	EXAMIGO	
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>			
Phone:	3128622200		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		

CH \$290.00 4243827

Address Line 4:	CHICAGO, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	50128-6
NAME OF SUBMITTER:	NOREEN GOSSELIN
SIGNATURE:	/NOREEN GOSSELIN/
DATE SIGNED:	09/06/2023
Total Attachments: 4 source=Examity - IP Termination Agreement#page1.tif source=Examity - IP Termination Agreement#page2.tif source=Examity - IP Termination Agreement#page3.tif source=Examity - IP Termination Agreement#page4.tif	

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN RELEASED COLLATERAL (as defined below) (the "Release") is made as of September 1, 2023, by Western Alliance Bank (the "Bank"), in favor of Examity, Inc. ("Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, Grantor and Bank are parties to (i) that certain Intellectual Property Security Agreement dated as of February 11, 2021 (as amended, restated, supplemented or otherwise modified, the "Intellectual Property Security Agreement") and recorded by the United States Patent and Trademark Office at Reel 007192, Frame 0989 against the Trademarks (as defined below) and (ii) that certain Loan and Security Agreement dated as of February 11, 2021 among Grantor, Bank and Examity Indian Holdings LLC, a Delaware limited liability company, as amended (as amended, restated, supplemented or otherwise modified, the "Loan Agreement", together with the Intellectual Property Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, Grantor granted and pledged to Bank a security interest in all of Grantor's right, title and interest in, to and under all of the following (collectively, the "Released Collateral"): Grantor's intellectual property, including, without limitation, the following:

- 1) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights");
- 2) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- 3) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- 4) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");
- 5) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule I attached hereto (collectively, the "Trademarks");
- 6) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (collectively, the "Mask Works");
- 7) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; and

WHEREAS, Grantor has requested that Bank discharge, cancel, terminate, and release, and Bank now agrees to discharge, cancel, terminate and release, the entirety of its security interest in all of Grantor's right, title and interest in, to and under the Released Collateral.

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

1. Bank hereby terminates and cancels the Intellectual Property Security Agreement and hereby discharges, cancels, terminates, and releases its security interest in all of Grantor's right, title and interest in, to and under the Released Collateral.

2. Bank hereby authorizes Grantor (or its designee) to file this Release and authorizes and requests the recordation of this Release with the United States Patent and Trademark Office or any other applicable governmental authority at Grantor's expense and agrees that, at Grantor's request and sole expense, Bank shall execute and deliver all other documents and do all other acts necessary to evidence, relinquish and/or effect the discharge, cancellation, termination, and release of any of its security interest in any of Grantor's right, title and interest in, to and under Released Collateral or other rights under the Security Agreements, in each case with respect to the Released Collateral.


3. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. This Release shall be governed by, and construed in accordance with, the laws of the State of California.

[Signature Page Follows]

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

Western Alliance Bank, as Bank

By: 
Name: *Darren Gustrock*
Title: Authorized Signatory

SIGNATURE PAGE

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

TRADEMARK
REEL: 008189 FRAME: 0360

SCHEDULE 1

Trademarks

Owner	Trademark	Application Number	Application Date	Registration Number	Registration Date
EXAMITY INC.	EXAMITY	85864847	March 1, 2013	4456625	December 24, 2013
EXAMITY INC.	FAIREXAM	85864869	March 1, 2013	4492447	March 4, 2014
EXAMITY INC.	EXAMIKEY	86950909	March 23, 2016	5090017	November 29, 2016
EXAMITY INC.	EXAMIBADGE	86950913	March 23, 2016	5090018	November 29, 2016
EXAMITY INC.	EXAMILOCK	86950904	March 23, 2016	5094434	December 6, 2016
EXAMITY INC.	EXAMILINK	86950895	March 23, 2016	5094433	December 6, 2016
EXAMITY INC.	EXAMIIGO	87393573	March 31, 2017	5328562	November 7, 2017
EXAMITY INC.	EXAMIKNOW	87393570	March 31, 2017	5328561	November 7, 2017
EXAMITY INC.	EXAMISHOW	87393568	March 31, 2017	5328560	November 7, 2017
EXAMITY INC.	EXAMIDATA	87393566	March 31, 2017	5328559	November 7, 2017
EXAMITY ASSETS, LLC	CERTIFIED REMOTE AGENT	85536230	February 7, 2017	4243827	November 13, 2012
EXAMITY ASSETS, LLC	B. VIRTUAL INC., and design*	78728087	NA	GS 24684	July 27, 2009

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