

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847554

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association)		10/20/2023	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	JAGGAER, LLC (as successor in interest to SciQuest, Inc.)
Street Address:	3020 Carrington Mill Blvd., Suite 100
City:	Morrisville
State/Country:	NORTH CAROLINA
Postal Code:	27560
Entity Type:	Limited Liability Company: DELAWARE
Name:	Advanced Sourcing Corp.
Street Address:	3020 Carrington Mill Blvd., Suite 100
City:	Morrisville
State/Country:	NORTH CAROLINA
Postal Code:	27560
Entity Type:	Corporation: DELAWARE
Name:	BravoSolution US, Inc.
Street Address:	3020 Carrington Mill Blvd., Suite 100
City:	Morrisville
State/Country:	NORTH CAROLINA
Postal Code:	27560
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5426036	JAGGAER
Registration Number:	3720617	SCIQUEST
Registration Number:	2929161	HIGHERMARKETS
Registration Number:	3724263	HIGHERMARKETS EXPRESS
Registration Number:	3724262	SPEND DIRECTOR

OP \$265.00 5426036

Property Type	Number	Word Mark
Registration Number:	2506842	SELECTSITE
Registration Number:	3724264	SELECTSITE EXPRESS
Registration Number:	2640639	COMBINENET
Registration Number:	2900949	EXPRESSIVE BIDDING
Registration Number:	4970444	BRAVOADVANTAGE

CORRESPONDENCE DATA

Fax Number: 7147558290

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.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	065506-0001
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	10/20/2023

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 20, 2023 (“**Release**”), is made by U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association), solely in its capacity as Second Lien Collateral Agent (in such capacity and together with its successors and assigns in such capacity, the “**Second Lien Collateral Agent**”) in favor of JAGGAER, LLC (as successor in interest to SciQuest, Inc., a Delaware corporation), a Delaware limited liability company, Advanced Sourcing Corp., a Delaware corporation, and BravoSolution US, Inc., a Delaware corporation (each, a “**Grantor**”, and collectively, the “**Grantors**”).

WHEREAS, S2P Acquisition MiddleCo, Inc., a Delaware corporation (“**Holdings**”), S2P Acquisition Borrower, Inc., a Delaware corporation (the “**Issuer**”), the Lenders party thereto, the Second Lien Collateral Agent, and the other parties from time to time party thereto have entered into the Indenture dated as of August 14, 2019 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Indenture**”).

WHEREAS, in connection with the Indenture, each Grantor executed that certain Second Lien Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”), dated as of August 14, 2019, among Holdings, the Issuer, the other Subsidiary Parties named therein and the Second Lien Collateral Agent, whereby each Grantor granted to the Second Lien Collateral Agent a security interest in certain Collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered to the Second Lien Collateral Agent, that certain Trademark Short Form Security Agreement, dated as of August 14, 2019 (the “**Trademark Security Agreement**”), by and among the Grantors and the Second Lien Collateral Agent, under which each Grantor granted to the Second Lien Collateral Agent a security interest in all of the Grantors’ rights, priorities, and privileges relating to certain Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (the “**USPTO**”) on August 14, 2019, at (i) Reel 6720 Frame 0620 including, without limitation, the Trademarks on Exhibit A hereto.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the Second Lien Collateral Agent and the Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement, Security Agreement or Trademark Security Agreement, as applicable.

SECTION 2. Termination and Release. Based solely on and in reliance on the Officer’s Certificate delivered by the Issuer to the Second Lien Collateral Agent on the date hereof, the Second Lien Collateral Agent without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the Trademark Security Agreement and all liens, security interests and any rights, titles, interests, priorities and privileges the Second Lien Collateral Agent may have in, to, or under the Collateral, including all goodwill associated therewith and symbolized thereby;

(b) assigns, transfers and conveys to the Grantors any and all of its rights, title and interests in, to and under all Collateral, including all goodwill associated therewith and symbolized thereby; and

(c) authorizes the recordation of this Release with the USPTO at the Grantors' expense.

SECTION 3. [RESERVED]


SECTION 4. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 5. Counterparts. This Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Execution. One or more counterparts of this Release may be delivered by electronic transmission, with the same effect as an original counterpart thereof.

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

Second Lien Collateral Agent:

**US BANK TRUST COMPANY, NATIONAL
ASSOCIATION** (as successor to U.S. Bank National
Association), solely in its capacity as Second Lien Collateral
Agent

By: 
Name: Brandon Bonfig
Title: Vice President

[Signature Page to Termination and Release of Security Interest in Trademarks]

**TRADEMARK
REEL: 008234 FRAME: 0347**

EXHIBIT A

United States Trademarks and Trademark Applications

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>	<u>Owner</u>
JAGGAER	United States	5426036 (87/330988)	03/20/2018	SCIQUEST, INC.
SCIQUEST	United States	3720617 (77/439,523)	12/08/2009	SCIQUEST, INC.
HIGHERMARKETS	United States	2929161 (76/223,795)	03/01/2005	SCIQUEST, INC.
HIGHERMARKETS EXPRESS	United States	3724263 (76/439,514)	12/15/2009	SCIQUEST, INC.
SPEND DIRECTOR	United States	3724262 (77/439,508)	12/15/2003	SCIQUEST, INC.
SELECTSITE	United States	2506842 (76/198,404)	11/13/2001	SCIQUEST, INC.
SELECTSITE EXPRESS	United States	3724264 (77/439,528)	12/15/2009	SCIQUEST, INC.
COMBINENET	United States	2640639 (76/174,432)	10/22/2002	ADVANCED SOURCING CORP.
EXPRESSIVE BIDDING	United States	2900949 (78/340,195)	11/02/2004	ADVANCED SOURCING CORP.
BRAVOADVANTAGE	United States	4970444 (86/652,740)	05/31/2016	BRAVO SOLUTION US, INC.