

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848963

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (SECOND LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KKR LOAN ADMINISTRATION SERVICES LLC		10/25/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GROW, INC.		
Street Address:	807 LAS CIMAS PARKWAY		
Internal Address:	SUITE 400		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5377762	GROW	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	ksolomon@stblaw.com		
Correspondent Name:	COURTNEY WELSHIMER, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	051207/0055		
NAME OF SUBMITTER:	COURTNEY WELSHIMER		
SIGNATURE:	/CW/		
DATE SIGNED:	10/26/2023		
Total Attachments: 4			

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS
(SECOND LIEN)

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (SECOND LIEN) (this "Termination and Release"), dated as of October 25, 2023, is made by KKR LOAN ADMINISTRATION SERVICES LLC ("KLAS"), as Collateral Agent (in such capacity, the "Collateral Agent") for the Secured Parties, in favor of GROW, INC., a Delaware corporation (the "Grantor").

W I T N E S S E T H:

WHEREAS, reference is made to (a) the Second Lien Credit Agreement dated as of July 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") between and among Epicor Software Corporation, a Delaware corporation (the "Borrower"), Epicor, Inc., a Delaware corporation ("Holdings"), KLAS, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto, (b) the Second Lien Security Agreement dated as of July 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") between and among the Grantor, the Collateral Agent and the other grantors party thereto, (c) the Second Lien Intellectual Property Security Agreement dated as of July 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") among the grantors from time to time party thereto and the Collateral Agent, and (d) that certain Second Lien Intellectual Property Security Agreement Supplement (Trademarks) / Trademarks Supplement No. 5 dated as of August 14, 2023, the "IP Supplement") between the Grantor and the Collateral Agent;

WHEREAS, pursuant to the IP Supplement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest (the "Security Interest") in all of the Grantor's right, title and interest in and to the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property, the "Collateral");

WHEREAS, the IP Supplement was recorded with the United States Patent and Trademark Office on August 15, 2023 at Reel 8168, Frame 0629; and

WHEREAS, the Grantor has requested and the Collateral Agent has agreed to provide this Termination and Release in order to terminate and release its Security Interest in the Collateral arising under the IP Supplement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby states as follows:

SECTION 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, the Security Agreement or the IP Supplement, as applicable.

SECTION 2. Release of Security Interest. The Collateral Agent, without recourse, representation or warranty of any kind, hereby terminates, releases, discharges, and cancels its Security Interest in the Collateral arising under the IP Supplement and any right, title or interest of the Collateral Agent in the Collateral arising under the IP Supplement shall hereby cease and become void.

SECTION 3. Termination. The Collateral Agent, without recourse representation or warranty of any kind, hereby terminates and cancels the IP Supplement.

SECTION 4. Recordation. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Termination and Release.

SECTION 5. Further Assurances. The Collateral Agent agrees, at Grantor's expense, to execute and deliver to Grantor such further releases, discharges of security interests and other documents as may be reasonably requested and necessary to release, as of record, the Collateral Agent's Security Interest in, and any right, title or interest of the Collateral Agent in, the Collateral arising under the IP Supplement and to take such other steps as Grantor may reasonably request to reflect the release of the Security Interest contemplated hereby.

SECTION 6. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date written above.

KKR LOAN ADMINISTRATION SERVICES LLC,
as Collateral Agent

By: John Knox
Name: John Knox
Title: Chief Financial Officer

SCHEDULE A
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
RIGHTS (SECOND LIEN)

U.S Trademark Registrations:

Owner	Trademark	App. No.	Reg. No.	Filing Date	Reg. Date	Country	Status
GROW, INC.	GROW	87245431	5,377,762	11/22/2016	1/16/2018	US	Registered