

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM860712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caltius Partners V, LP		12/12/2023	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Abel Noser Holdings, L.L.C.		
Street Address:	20865 N. 90th Place		
Internal Address:	Suite 200		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85255		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4210736		
Registration Number:	4073086		
Registration Number:	3997263	ZENO	
Registration Number:	4073084	ZENO CONSULTING GROUP	
Registration Number:	3997264	ZENO CONSULTING GROUP	
CORRESPONDENCE DATA			
Fax Number:	2124808421		
<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:	2125741200		
Email:	trademarks@sewkis.com		
Correspondent Name:	Beth H. Alter/Seward & Kissel LLP		
Address Line 1:	One Battery Park Plaza		
Address Line 4:	New York, NEW YORK 10004		
NAME OF SUBMITTER:	Beth H. Alter		
SIGNATURE:	/Beth H. Alter/		
DATE SIGNED:	12/13/2023		
Total Attachments: 5			

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TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (“Termination and Release”), dated as of December 12, 2023, is made by CALTIUS PARTNERS V, LP, as administrative agent (the “Agent”) in favor of ABEL NOSER HOLDINGS, L.L.C., a Delaware limited liability company (the “Grantor”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Investment Agreement or Guarantee and Collateral Agreement, as applicable (each as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Investment Agreement, dated as of August 23, 2021, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time (the “Investment Agreement”), by and among the Grantor; ABEL NOSER SOLUTIONS, L.L.C., a Delaware limited liability company (“ANS”), the other Loan Parties party thereto; Agent; and the Lenders party thereto, and that certain Guarantee and Collateral Agreement, dated as of August 23, 2021, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time (the “Guarantee and Collateral Agreement”) by and among Abel Noser Solutions, L.L.C., Grantor, Agent and the other parties from time to time thereto, the Grantor executed a Trademark Security Agreement, dated as of August 23, 2021 (the “Trademark Security Agreement”) in favor of the Agent, which was recorded in the United States Patent and Trademark Office at Trademark Reel 7403, Frame 0518 on August 25, 2021, pursuant to which the Grantor granted a security interest to the Agent, for the benefit of the Lenders, in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A hereto and made a part hereof.

WHEREAS, the Grantor has satisfied in full its obligations under the Investment Agreement, the Guarantee and Collateral Agreement and the Trademark Security Agreement and requests a release of the security interest in the Trademark Collateral granted thereunder; and WHEREAS, the Agent now desires to terminate the Trademark Security Agreement and terminate and release its security interest in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A hereto, and to reassign any and all rights, title, and interest in the same to Grantor, in each case, as provided herein.

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

1. The Agent, for itself and for the benefit of the Lenders, hereby irrevocably terminates the Trademark Security Agreement and irrevocably discharges, terminates and releases its Lien on and security interest in all of Grantor’s right, title and interest in and to the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- a) each Trademark and Trademark application, including, without limitation, any Trademark referred to in Schedule A, together any renewals, reissues, continuations or extensions thereof and all goodwill associated therewith; and

b) all products and proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or injury to the goodwill associated with any Trademark, including, without limitation, any Trademark referred to in Schedule A and any Trademark issued pursuant to a Trademark application referred to in Schedule A.

2. The Agent hereby assigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by the Agent, any and all of the Agent's right, title, and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

3. The Agent agrees to execute, acknowledge, procure and deliver all further documents and do all such other acts as may be reasonably required or desirable to carry out the purposes of this Termination and Release, including to effect the release of the Agent's security interest contemplated hereby at Grantor's expense.

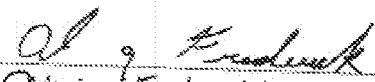
4. The Agent authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Termination and Release.

5. This Termination and Release and the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of New York and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]

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

CALTUS PARTNERS V, LP, as Agent

By: 
Name: Alisa Frederick
Its: Managing Director

Signature Page to Termination and Release of Trademark Security Agreement

SCHEDULE A
TO
TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

[See Attached]

**TRADEMARK
COLLATERAL**

SCHEDULE A

Trademark Registrations

Grantor	Trademark	Registration Number	Registration Date	Jurisdiction
ABEL NOSER HOLDINGS, LLC	Design Only	4210736	18-SEP-2012	U.S. Federal
ABEL NOSER HOLDINGS, LLC	Design Only	4073086	20-DEC-2011	U.S. Federal
ABEL NOSER HOLDINGS, LLC	ZENO	3997263	19-JUL-2011	U.S. Federal
ABEL NOSER HOLDINGS, LLC	ZENO CONSULTING GROUP	4073084	20-DEC-2011	U.S. Federal
ABEL NOSER HOLDINGS, LLC	ZENO CONSULTING GROUP	3997264	19-JUL-2011	U.S. Federal

Trademark Applications

None.