TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM871269

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTERESTS IN TRADEMARKS	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST, as Administrative Agent		01/25/2024	Statutory Trust: DELAWARE

RECEIVING PARTY DATA

Name:	PSI SERVICES LLC
Street Address:	611 N. Brand Blvd., 10th Floor
City:	Glendale
State/Country:	CALIFORNIA
Postal Code:	91203
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	5047861	PSI
Registration Number:	5041222	PSI
Registration Number:	4931721	FORMCAST
Registration Number:	4898388	PREMIER PLUS
Registration Number:	4898387	ATLAS
Registration Number:	3594228	LASERGRADE
Registration Number:	2664036	SECUREXAM
Registration Number:	5877536	PSI
Registration Number:	2163225	AMP
Registration Number:	4414956	HISET
Registration Number:	4728219	HISET
Registration Number:	5318557	HISET ACADEMY
Registration Number:	6581353	PSI BRIDGE
Registration Number:	6581355	PSI DIMENSIONS
Registration Number:	6601216	PSI DIMENSIONS
Registration Number:	6581354	PSI BRIDGE

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

REEL: 008327 FRAME: 0815 900831045

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: khadijah sampson

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC. Address Line 4: Washington, D.C. 20036

NAME OF SUBMITTER:	John Kline
SIGNATURE:	/John Kline/
DATE SIGNED:	01/25/2024

Total Attachments: 5

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PARTIAL RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS PARTIAL RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Partial Release"), dated as of January 25, 2024, is executed by MIDCAP FINANCIAL TRUST, as administrative agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "Administrative Agent"), in favor of PSI SERVICES LLC, a Delaware limited liability company (the "Grantor"). All capitalized terms used in this Release and not otherwise defined herein, shall have the respective meanings given to such terms in the Trademark Security Agreements (as defined below).

RECITALS

WHEREAS, the Grantor has, pursuant to (i) that certain Security Agreement, dated as of October 18, 2019, by and among the grantors party thereto and the Administrative Agent (as the same may be amended, amended and restated, restated, supplemented, modified or otherwise in effect prior to the date hereof, the "Security Agreement"), and (ii) that certain Amended and Restated Trademark Security Agreement, dated as of December 28, 2021, by and among the grantors party thereto and the Administrative Agent, filed with the United States Patent and Trademark Office (the "USPTO") on December 28, 2021 at Reel/Frame 7556/0593 and corrected and supplemented on March 16, 2022 at Reel/Frame 7664/0152 (as the same may be amended, amended and restated, restated, supplemented, modified or otherwise in effect prior to the date hereof, the "A&R TSA"), the Grantor granted the Administrative Agent a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks of the Grantor, including those Trademarks identified on Schedule A attached hereto;

WHEREAS, the Grantor has, pursuant to (i) the Security Agreement, and (ii) that certain Trademark Security Agreement, dated as of February 8, 2022, by and among the grantors party thereto and the Administrative Agent, filed with the USPTO on February 11, 2022, at Reel/Frame 7631/0416 (as the same may be amended, amended and restated, restated, supplemented, modified or otherwise in effect prior to the date hereof, the "2022 TSA", together with the A&R TSA, collectively, the "Trademark Security Agreements"), the Grantor granted the Administrative Agent a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks of the Grantor, including those Trademarks identified on Schedule B attached hereto; and

WHEREAS, the Grantor has requested that the Administrative Agent release, and the Administrative Agent is willing to release, subject to the terms hereof, its security interest solely with respect to the Trademarks set forth on <u>Schedule A</u> and <u>Schedule B</u> hereto (the "<u>Released Trademarks</u>").

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

- 1. As of the date hereof, the Administrative Agent does hereby terminate, release and discharge any and all security interests granted under the Security Agreement and/or the Trademark Security Agreements that it may have in, to and under the Released Trademarks, solely with respect to the Released Trademarks. As of the date hereof, any right, title or interest of the Administrative Agent in such Released Trademarks shall hereby terminate, cease and become void. As of the date hereof, the Administrative Agent hereby assigns, transfers and conveys any and all right, title or interest of the Administrative Agent in such Released Trademarks to the Grantor.
- 2. This Partial Release is applicable only and solely with respect to the Released Trademarks and to no other Collateral arising under the Security Agreement and/or the Trademark Security Agreements (such other Collateral, the "<u>Retained Collateral</u>"). The Administrative Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Administrative Agent under the Security

Agreement and the Trademark Security Agreements with respect to all such Retained Collateral, and the Administrative Agent's security interests, liens, rights, titles and interests in and to such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release. The Security Agreement and the Trademark Security Agreements (and all rights and remedies of the Administrative Agent and the other Secured Parties thereunder) shall remain in full force and effect in accordance with their terms.

- 3. The Administrative Agent, on behalf of itself and the Secured Parties, authorizes the USPTO and any other applicable governmental authority to record this Partial Release.
- 4. At the request and sole expense of the Grantor, the Administrative Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Partial Release.
- 5. This Partial 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.

[Signature page follows.]

IN WITNESS WHEREOF, Administrative Agent has executed this Partial Release of Security Interests in Trademarks as of the date first set forth above.

MIDCAP FINANCIAL TRUST,

a Delaware statutory trust

By: Apollo Capital Management L.P., its investment manager

By: Apollo Capital Management GP, LLC, its general partner

By: __

Name: Maurice Amsellem

Title: Authorized Signatory

Schedule A

<u>MarkName</u>	<u>Owner</u>	Application No.	Registration No.
PSI logo	PSI Services LLC	86689121	5047861
PSI logo	PSI Services LLC	86978327	5041222
FORMCAST	PSI Services LLC	86685611	4931721
PREMIER PLUS	PSI Services LLC	86685615	4898388
ATLAS	PSI Services LLC	86685613	4898387
LASERGRADE	PSI Services LLC	77497856	3594228
SECUREXAM	PSI Services LLC	76085991	2664036
PSI	PSI Services LLC	88062726	5877536

Schedule B

Mark Name	<u>Owner</u>	Application No.	Registration No.
AMP Logo	PSI Services LLC	75/136354	2163225
HISET	PSI Services LLC	85/920240	4414956
HISET	PSI Services LLC	85/953762	4728219
HISET ACADEMY	PSI Services LLC	87/229800	5318557
PSI BRIDGE	PSI Services LLC	90/487489	6581353
PSI BRIDGE	PSI Services LLC	90/487495	6581354
PSI DIMENSIONS	PSI Services LLC	90/487502	6581355
PSI DIMENSIONS	PSI Services LLC	90/487506	6601216

RECORDED: 01/25/2024