# CH \$65.00 397977

ETAS ID: TM872493

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Golub Capital Markets LLC, as collateral agent			Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	WorkWise, LLC		
Street Address:	N80 W12878 FOND DU LAC AVENUE		
City:	MENOMONEE FALLS		
State/Country:	WISCONSIN		
Postal Code:	53051		
Entity Type:	Limited Liability Company: WISCONSIN		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	3979771	RB-ERP	
Registration Number:	2250706	TCM	

## **CORRESPONDENCE DATA**

**Fax Number:** 2028357586

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: 2028357500 Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	42891.00001
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	01/30/2024

### **Total Attachments: 3**

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#### **Second Lien Release of Security Interest in Trademarks**

This Second Lien Release of Security Interest in Trademarks, dated as of **January 30**, **2024** (the "Release"), is made by Golub Capital Markets LLC, as collateral agent (in such capacity, the "Collateral Agent") in favor of WorkWise, LLC listed as a grantor under the Second Lien Intellectual Property Security Agreement (as defined below) (a "Grantor").

WHEREAS, by (i) that certain **Second Lien Security Agreement Supplement**, dated as **of September 21, 2020** in favor of Agent (as amended, restated, or modified from time to time, the "<u>Security Agreement</u>") and (ii) that certain related **Second Lien Intellectual Property Security Agreement**, dated as of **September 21, 2020** in favor of Agent (as amended, restated, or modified from time to time, the "<u>Second Lien Intellectual Property Security Agreement</u>"; capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Second Lien Intellectual Property Security Agreement, as applicable), which was recorded with the United States Patent and Trademark Office on **September 23, 2020** at Reel **7059** Frame **0177** for trademarks, Grantor granted to Agent, for the benefit of the Secured Parties, a lien on and security interest in all of Grantor's right, title and interest in, to and under the Collateral (as defined in the Second Lien Intellectual Property Security Agreement), including those Trademarks listed on Schedule I hereto;

WHEREAS, Grantor desires Agent to release, discharge, terminate and cancel its lien on and security interest in the Collateral of the Grantor (as defined in the Second Lien Intellectual Property Security Agreement), including, without limitation, Trademarks set forth on Schedule I hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent, on behalf of the Secured Parties, does hereby release, discharge, terminate and cancel any and all of its right, title and interest in and to the Collateral of the Grantor (as defined in the Second Lien Intellectual Property Security Agreement), including any and all goodwill relating to the same, and assigns, transfers and conveys to Grantor any and all of its rights, title and interests in the Collateral.

The Agent authorizes and requests that the Commissioner for Patents and Trademarks, and any other applicable government officer record this Release.

This 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]

Golub Capital Markets LLC, AS

COLLATERAL AGENT

By:

Name: Robert G. Tuchscherer Title: Senior Managing Director

# Schedule 1

# **Trademarks:**

Trademark	Registration No.	Registration Date (Country)	Registered Grantor
RB-ERP	3979771	6/14/2011 (U.S. Federal)	WorkWise, LLC
TCM	2250706	6/8/1999 (U.S. Federal)	WorkWise, LLC

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**RECORDED: 01/30/2024**