

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI13902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FEAC Agent, LLC		02/07/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Record360 Inc.		
Street Address:	1333 N California Blvd		
Internal Address:	#448		
City:	Walnut Creek		
State/Country:	CALIFORNIA		
Postal Code:	94596		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4811894	RECORD360	
Registration Number:	6681782	RECORD360	
CORRESPONDENCE DATA			
Fax Number:			
<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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	013891.00113		
NAME OF SUBMITTER:	MARK PARNABY		
SIGNATURE:	MARK PARNABY		
DATE SIGNED:	02/08/2024		
Total Attachments: 4			
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**RELEASE OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “**Release**”) is made as of February 7, 2024, by FEAC AGENT, LLC, a Delaware limited liability company (“**FEAC**”), in its capacity as collateral agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”), in favor of RECORD360 INC. (“**Grantor**”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement (defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of November 5, 2021, by the Grantor in favor of the Collateral Agent (the “**Trademark Security Agreement**”), the Grantor mortgaged and pledged to the Collateral Agent for the benefit of the Secured Parties, and granted to the Collateral Agent for the benefit of the Secured Parties a Lien on and a security interest in, all of its right, title and interest in, to and under all of the Trademark Collateral of such Grantor including, without limitation, the Trademarks and Trademark Licenses specifically listed on Schedule A attached hereto (all such Trademark Collateral that is owned by the Grantor, including without limitation, the Trademarks and Trademark Licenses identified on Schedule A hereto, the “**Released Trademarks**”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 9, 2021 at Reel 7488, Frame 0781; and

WHEREAS, Collateral Agent now desires to terminate and release its lien on and security interest in and to the Released Trademarks and reassign and retransfer to the Grantor all of the Collateral Agent’s rights, title and interest in and to the Released Trademarks.

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

1. Collateral Agent hereby terminates and releases its security interest in and to (i) the Released Trademarks providing for the grant by or to such Grantor of any right under any Trademark, (ii) all renewals and extensions of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each such Released Trademark, and (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. If and to the extent that Collateral Agent has acquired any right, title or interest in, to or under any of the foregoing, it hereby reassigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by Collateral Agent, any and all of Collateral Agent’s right, title, and interest in and to the foregoing.

2. Nothing contained in this Release shall be construed as a termination, release, retransfer or reassignment of any security interest, if any, or any right, title and interest which the Collateral Agent may have in any Trademark Collateral, as defined in the Trademark Security Agreement, other than such Trademark Collateral that is owned by the Grantor (including, without limitation, such Trademark Collateral that is specifically identified on Schedule A).


3. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereto.

4. The Collateral Agent authorizes that this Release can be recorded with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the date first written above.

FEAC AGENT, LLC,
a Delaware limited liability company,
as Collateral Agent

By: First Eagle Alternative Credit, LLC
Its: Managing Member

By: 
Name: Michelle Handy
Title: Senior Managing Director

SCHEDULE A

REGISTERED TRADEMARKS

TRADEMARKS

OWNER/APPLICANT	TRADEMARK NAME	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE	JURISDICTION
Record360 Inc.	RECORD360	4811894	09/15/2015	United States
Record360 Inc.	RECORD360	6681782	03/29/2022	United States
Record360 Inc.	RECORD360	UK00801266168	08/03/2016	UK
Record360 Inc.	RECORD360	TMA944236	07/26/2016	Canada
Record360 Inc.	RECORD360	1266168	06/26/2015	International Registration- designating European Union and Japan