

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI29869

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Barings Finance LLC		02/01/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Skupos Inc.		
<b>Street Address:</b>	14241 Dallas Parkway, Suite 400		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75254		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90109869		
<b>Serial Number:</b>	90109906		
<b>Serial Number:</b>	90109891		
<b>Serial Number:</b>	88229181	SKUPOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3477102662		
<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>			
<b>Phone:</b>	(212)3732576		
<b>Email:</b>	mmcguire@paulweiss.com,rjerry@paulweiss.com		
<b>Correspondent Name:</b>	Michael McGuire		
<b>Address Line 1:</b>	Paul, Weiss, Rifkind, Wharton & Garrison LLP		
<b>Address Line 2:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	023630-002		
<b>NAME OF SUBMITTER:</b>	Michael McGuire		
<b>SIGNATURE:</b>	Michael McGuire		
<b>DATE SIGNED:</b>	02/16/2024		
<b>Total Attachments: 3</b>			

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## **TERMINATION AND RELEASE OF SECURITY INTEREST**

This **TERMINATION AND RELEASE OF SECURITY INTEREST**, dated as of February 1, 2024 (“Release”), is made by BARINGS FINANCE LLC (“Agent”), in favor of Skupos Inc.

**WHEREAS**, Agent, Grantor, and the other parties thereto have entered into that certain First Lien Security Agreement, dated as of March 19, 2019 (as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

**WHEREAS**, pursuant to that certain First Lien Trademark Security Agreement, dated as September 20, 2023, by and between Agent and Grantor (the “IP Security Agreement”), Grantor granted to Agent, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of Grantor in and to certain intellectual property;

**WHEREAS**, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) at Reel 008206 Frame 0785 on September 21, 2023;

**WHEREAS**, Grantor has satisfied the terms of the IP Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.

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

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

**SECTION 2. Termination and Release.** Agent, without representation, warranty, or recourse, hereby:

(a) terminates the IP Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of Grantor (and any of the borrowers or other obligors under the Security Agreement) in and to all intellectual property (including, but not limited to, all Trademark Collateral under the IP Security Agreement), whether granted pursuant to the IP Security Agreement or otherwise (and including, but not limited to, the Trademarks listed on Schedule A attached hereto);

(b) assigns and transfers to Grantor all of its right, title and interest in and to all intellectual property, whether granted pursuant to the IP Security Agreement or otherwise (including, but not limited to the Trademarks listed on Schedule A attached hereto), together with the goodwill of the business symbolized thereby; and

(c) authorizes the recordation of this Release with the USPTO or any similar office or agency within or outside the United States at Grantor’s expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, the Agent has caused this Termination and Release of Security Interest to be duly executed as of the date first set forth above.

AGENT:

**BARINGS FINANCE LLC**




By: 

Name: Mark Hindson

Its: Managing Director

Schedule A

TRADEMARK REGISTRATIONS

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Owner	Next Renewal Date
	United States	90109869 August 12, 2020	7006789 March 21, 2023	Skupos Inc.	March 21, 2029
	United States	90109906 August 12, 2020	6523358 October 19, 2021	Skupos Inc.	October 19, 2027
	United States	90109891 August 12, 2020	6523357 October 19, 2021	Skupos Inc.	October 19, 2027
SKUPOS	United States	88229181 December 14, 2018	5878132 October 8, 2019	Skupos Inc.	October 8, 2025

TRADEMARK APPLICATIONS

N/A.