## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI157721

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
APOGEM CAPITAL LLC, as Agent		04/08/2024	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Company Name:	Xarisma, LLC		
Street Address:	6860 Shingle Creek Parkway		
City:	Brooklyn Center		
State/Country:	MINNESOTA		
Postal Code:	55430		
Entity Type:	Limited Liability Company: ALABAMA		

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	85736193	EVERTEX

#### CORRESPONDENCE DATA

Fax Number: 3129021061

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: 3125778438

raquel.haleem@katten.com Email:

**Correspondent Name:** Raquel Haleem c/o Katten Muchin

Address Line 1: 525 West Monroe Street Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem	
SIGNATURE:	Raquel Haleem	
DATE SIGNED:	04/10/2024	

#### **Total Attachments: 3**

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> TRADEMARK REEL: 008394 FRAME: 0754

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#### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of April 8, 2024, by APOGEM CAPITAL LLC (as successor by appointment to Madison Capital Funding LLC), in its capacity as Agent ("Secured Party") in favor of Xarisma, LLC, an Alabama limited liability company (the "Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, the Grantor and Secured Party were parties to that certain Trademark Security Agreement dated as of January 2, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by the Grantor to Secured Party, including the Trademarks set forth on Schedule A attached hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on January 2, 2019, at Reel 6515, Frame 0092;

WHEREAS, the Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to the Grantor;

WHEREAS, the Grantor has satisfied and fulfilled all of its obligations to release Secured Party's security interest in the Trademarks and Trademark Collateral.

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

- 1. Secured Party hereby releases its security interest in all of the Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):
  - (a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (b) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.
- 2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

TRADEMARK REEL: 008394 FRAME: 0755 IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

APOGEM CAPITAL LLC, as Agent

Docusigned by:

Eaum Haroon

Name: Zaeem Haroon Title: Vice President

# SCHEDULE A

Description	Application	Application	Registration	Registration
	No.	Date	No.	Date
EVERTEX	85736193	9/24/12	4463782	1/7/14

**RECORDED: 04/10/2024** 

TRADEMARK REEL: 008394 FRAME: 0757