# OP \$465.00 7235289

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM403869

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NewStar Financial, Inc.		10/31/2016	Corporation: MASSACHUSETTS

## **RECEIVING PARTY DATA**

Name:	Construction Market Data Group, LLC		
Street Address:	4500 Lake Forest Drive, Suite 502		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45242		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	CMD Holdco, Inc.		
Street Address:	4500 Lake Forest Drive, Suite 502		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45242		
Entity Type:	Corporation: DELAWARE		

## **PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark	
Serial Number:	72352892	DAILY CONSTRUCTION SERVICE	
Serial Number:	76096508	CONSTRUCTION EWIRE	
Serial Number:	76552558	SPEC-DATA	
Serial Number:	77857515	MANU-SPEC	
Serial Number:	85348066	SPECEDGE	
Serial Number:	85349311	E SPECEDGE	
Serial Number:	85576965	CUBUS	
Serial Number:	85738827	CUBUS	
Serial Number:	86623682	CMD	
Serial Number:	86623697	CMD	
Serial Number:	86659154	CMD INSIGHT	
Registration Number:	4515529	RRR	
Registration Number:	3967968	SMARTSPECS	
	•	TRADEMARK	

900383233 REEL: 005911 FRAME: 0146

Property Type	Number	Word Mark	
Registration Number:	3063486	WE FIND THE PROJECTSYOU CLOSE THE DEA	
Registration Number:	2959114	MARKETLINK	
Registration Number:	3125326	FIRST SOURCE	
Registration Number:	1850313	ARCHITECTS' FIRST SOURCE FOR PRODUCTS	
Registration Number:	0932277	CALIFORNIA CONTRACTOR	

#### **CORRESPONDENCE DATA**

**Fax Number:** 3105565361

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: 310-284-7416 cmendez@irell.com

Correspondent Name: Irell & Manella LLP, Attn:Claudia Mendez

Address Line 1: 1800 Avenue of the Stars, Ste 900 Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Claudia Mendez	
SIGNATURE:	/s/ Claudia Mendez	
DATE SIGNED:	10/31/2016	

## **Total Attachments: 6**

source=Lien Release (Trademarks)#page1.tif source=Lien Release (Trademarks)#page2.tif source=Lien Release (Trademarks)#page3.tif source=Lien Release (Trademarks)#page4.tif source=Lien Release (Trademarks)#page5.tif source=Lien Release (Trademarks)#page6.tif

#### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 31, 2016 ("Release"), is made by NewStar Financial, Inc., as administrative agent ("Administrative Agent") for itself, its successors and permitted assigns, and the other Lenders (as defined in the Credit Agreement referred to below) in favor of each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors").

WHEREAS, pursuant to the Credit Agreement dated as of May 7, 2015 (as amended by the First Amendment to Credit Agreement dated as of August 3, 2015, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") iSqFt Sub, Inc. (f/k/a Blueprint Sub Inc.), a Delaware corporation (the "Borrower"), the other Credit Parties party thereto (collectively, with the Borrower, the "Guarantors"), the Lenders party thereto and the Administrative Agent on behalf of the Lenders under the Credit Agreement, and pursuant to the Notice of Grant of Security Interest in Trademarks dated as of May 7, 2015 and August 3, 2015 (collectively, the "Trademark Security Agreements"), each Grantor has granted a continuing security interest in and continuing lien upon the trademark registrations and trademark applications shown on Schedule A (the "Trademarks");

**WHEREAS,** the Trademark Security Agreements were recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on May 19, 2015 at Reel 5519 Frame 0772 and on August 3, 2015 at Reel 5590 Frame 0415; and

**WHEREAS**, Administrative Agent (acting at the written direction of the Lenders) now desires to terminate and release the entirety of its security interest in the Trademarks.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent (for itself and as Administrative Agent for the Lenders) and the Grantors (the "parties") agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement or Trademark Security Agreements.
- **SECTION 2**. <u>Termination and Release</u>. The Administrative Agent (acting at the written direction of the Lenders), for itself and as Administrative Agent for the Lenders, hereby:
- (a) terminates, releases, and discharges its continuing security interest in and continuing lien upon the Trademarks. Any and all right, title, or interest of Administrative Agent in the Trademarks and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademarks and any and all causes of action which may exist by reason of infringement of the Trademarks, shall hereby cease and become void;
  - (b) authorizes the recordation of this Release with the USPTO;

- (c) releases without any recourse to the Administrative Agent (whether as Administrative Agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned (whether as Administrative Agent or in its personal capacity); and
- (d) agrees to execute any other documents and take any further action which is reasonably necessary in any state, country, or jurisdiction that the Grantors may reasonably require to effect the intent and purpose of this Release, provided that all such documents shall be prepared by Grantors' counsel and the cost and expense of such documents and actions shall be borne solely by the Grantors.

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.

[signature pages follow]

2

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

Secured Party:

NEWSTAR FINANCIAL, INC.,

as Administrative Agent

By:

Name: \_\_\_\_

Brian Forde

NewStar Financial Inc.
Managing Director

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

## ACKNOWLEDGED AND AGREED:

#### Grantors:

BIDCLERK, INC.

Name: David W. Conway

Title: President and Chief Executive Officer

ISQFT, INC.

Name: David W. Conway

Title: President and Chief Executive Officer

CDC PUBLISHING, LLC

By: // / / / / Name: David W. Conway

Title: President and Chief Executive Officer

CMD HOLDCO, INC.

Name: David W. Conway

Title: President

CONSTRUCTION MARKET DATA GROUP, LLC

By: / / / / / / Name: David W. Conway

Title: President

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

# Schedule A

# **U.S. Trademarks**

# **Trademark Registrations and Applications**

Mark	Country	Serial or Reg. No.	Owner
BIDCLERK	U.S.	3228332	BidClerk, Inc.
BidAlert	U.S.	Common law	BidClerk, Inc.
		trademark right	
DataPro	U.S.	Common law	BidClerk, Inc.
		trademark right	
VisualSpec	U.S.	Common law	BidClerk, Inc.
		trademark right	
ISQFT	U.S.	76084045	iSqFt, Inc.
BIDFAX	U.S.	2081494	iSqFt, Inc.
I ISQFT & Design	U.S.	76083835	iSqFt, Inc.
I & Design	U.S.	4107433	iSqFt, Inc.
BUILDPOINT	U.S.	2427592	iSqFt, Inc.
PROJECTLINK	U.S.	4220501	iSqFt, Inc.
INTERNET PLAN ROOM	U.S.	76494178	iSqFt, Inc.
SUPPLYLINK	U.S.	4033026	iSqFt, Inc.
PRIVATE CONSTRUCTION OFFICE	U.S.	3751386	iSqFt, Inc.
PHILADELPHIA CONSTRUCTION NEWS	U.S.	3153329	CDC Publishing, LLC
NEW ENGLAND CONSTRUCTION NEWS	U.S.	3129173	CDC Publishing, LLC
CDCNEWS	U.S.	3179797	CDC Publishing, LLC
RAIL PROJECT GUIDE	U.S.	4036522	CDC Publishing, LLC
RPG RAILPROJECT GUIDE & Design	U.S.	4082257	CDC Publishing, LLC
DAILY CONSTRUCTION SERVICE	U.S.	72352892	Construction Market
			Data Group, LLC
CONSTRUCTION EWIRE	U.S.	76096508	Construction Market
			Data Group, LLC
SPEC-DATA	U.S.	76552558	Construction Market
			Data Group, LLC
MANU-SPEC	U.S.	77857515	Construction Market
			Data Group, LLC
SPECEEDGE	U.S.	85348066	Construction Market
			Data Group, LLC
SPECEEDGE & Design	U.S.	85349311	Construction Market
			Data Group, LLC
CUBUS	U.S.	85576965	Construction Market
			Data Group, LLC
CUBUS & Design	U.S.	85738827	Construction Market
			Data Group, LLC
CMD	U.S.	86623682	Construction Market
			Data Group, LLC
CMD & Cube Logo	U.S.	86623697	Construction Market
			Data Group, LLC
CMD in Cube & Insight	U.S.	86659154	Construction Market

Mark	Country	Serial or Reg. No.	Owner
			Data Group, LLC
RRR & Cube Logo	U.S.	4515529	Construction Market
			Data Group, LLC
SMARTSPECS	U.S.	3967968	Construction Market
			Data Group, LLC
WE FIND THE PROJECTSYOU CLOSE	U.S.	3063486	Construction Market
THE DEAL			Data Group, LLC
MARKETLINK	U.S.	2959114	Construction Market
			Data Group, LLC
FIRST SOURCE	U.S.	3125326	Construction Market
			Data Group, LLC
ARCHITECTS' FIRST SOURCE FOR	U.S.	1850313	Construction Market
PRODUCTS			Data Group, LLC
CALIFORNIA CONTRACTOR	U.S.	0932277	Construction Market
			Data Group, LLC

**RECORDED: 10/31/2016**