# OP \$165.00 3558883

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM445702

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fifth Street Finance Corp.		07/31/2017	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Examsoft Worldwide, Inc.		
Street Address:	12001 N. Central Expressway, Suite 1250		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75243		
Entity Type:	Corporation: FLORIDA		

# **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3558883	TAKE
Registration Number:	3573713	POCKET SAFE
Registration Number:	3328870	SOFTSCORE
Registration Number:	3323592	SOFTEST
Registration Number:	3467813	FLEX-SITE
Registration Number:	2365870	EXAMSOFT

# **CORRESPONDENCE DATA**

**Fax Number:** 8004947512

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:** 202-370-4750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Melony Sot

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F173030 TM
NAME OF SUBMITTER:	Laura Kenerson
SIGNATURE:	/Laura Kenerson/
DATE SIGNED:	10/03/2017

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# **Total Attachments: 3**

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TRADEMARK REEL: 006171 FRAME: 0212

# TRADEMARK SECURITY RELEASE

THIS TRADEMARK SECURITY RELEASE (this "Release") is made as of July 31, 2017, by FIFTH STREET FINANCE CORP., as Agent for itself and for certain Lenders as defined in the Credit Agreement (as such terms are hereinafter defined) (together with its successors and assigns, "Agent"), in favor of EXAMSOFT WORLDWIDE, INC., a Florida corporation ("Assignor").

### WITNESSETH:

WHEREAS, Agent and Assignor are party to that certain Trademark Security Agreement dated as of May 1, 2014 (the "Security Agreement"; capitalized terms which are not defined herein have the meanings given to such terms in the Security Agreement), and recorded at the United States Patent and Trademark Office on May 1, 2014, at Reel 5272, Frame 0460, pursuant to which Assignor granted to Agent for the benefit of Agent and the Lenders, a continuing security interest in the Trademarks (including among other things, the Trademark registrations and Trademark applications set forth on Exhibit A attached hereto; collectively, the "Trademark Collateral");

WHEREAS, Assignor has requested that Agent release its continuing security interest in the Trademark Collateral; and

WHEREAS, Agent has agreed to terminate and release the entirety of its continuing security interest in and to the Trademark Collateral.

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

- 1. Agent hereby terminates, cancels, and releases its continuing security interest in all of Assignor's right, title, and interest in and to the Trademark Collateral.
- 2. Agent hereby releases and conveys to Assignor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title, and interest that it may have obtained in and to the Trademark Collateral, and does hereby authorize Assignor (personally or through its counsel, agents, or designees, and at Assignor's sole expense) to take all actions reasonably necessary to release and terminate any and all security interests and other liens in the Trademark Collateral. If and to the extent Agent has acquired any right, title, or interest to any of the Trademarks or the goodwill associated therewith, it hereby assigns and transfers such rights, title, or interest to Assignor.
- Assignor and each of its successors, assigns, or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Assignor, each at Assignor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

[SIGNATURE PAGE FOLLOWS]

2693/024969-0169 11179157 IN WITNESS WHEREOF, Agent has caused this Trademark Security Release to be duly executed by its duly authorized officer as of the day and year first above written.

Very truly yours,

### AGENT:

FIFTH STREET FINANCE CORP., a Delaware corporation

By: Fifth Street Management LLC,

a Delaware limited liability company,

its Agent

By:

Name: Leonard Tannenbaum

Title: CEO

Agent's Address:

Fifth Street Finance Corp. 777 West Putnam Avenue, 3rd Floor Greenwich, CT 06830

2693/024969-0169 11179157 Signature to Trademark Security Release - ExamSoft Worldwide, Inc.

# EXHIBIT A

# Trademark Security Interests to be Released

Registered Owner	Mark Name	Status	Jurisdiction	Registration Number	Registration Date
Examsoft Worldwide, Inc.	TAKE	Registered	United States	3558883	January 6, 2009
Examsoft Worldwide, Inc.	POCKET SAFE	Registered	United States	3573713	February 10, 2009
Examsoft Worldwide, Inc.	SOFTSCORE	Registered	United States	3328870	November 6, 2007
Examsoft Worldwide, Inc.	SOFTEST	Registered	United States	3323592	October 30, 2007
Examsoft Worldwide, Inc.	FLEX-SITE	Registered	United States	3467813	July 15, 2008
Examsoft Worldwide, Inc.	EXAMSOFT	Registered	United States	2365870	July 11, 2000

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**RECORDED: 10/03/2017** 

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