

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477216

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WEBSTER BANK, NATIONAL ASSOCIATION		06/07/2018	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	TASKSTREAM, LLC
Street Address:	71 West 23rd Street, Suite 1400
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5154456	ACCOUNTABILITY MANAGEMENT SYSTEM (AMS) B
Registration Number:	4959985	AQUA BY TASKSTREAM
Serial Number:	87279788	BETTER DATA FOR LEARNING
Registration Number:	5154455	LEARNING ACHIEVEMENT TOOLS (LAT) BY TASK
Registration Number:	3885094	MYBRARY
Registration Number:	3806962	TASKSTREAM
Registration Number:	4530373	TS
Registration Number:	3286183	WEBMARKER

CORRESPONDENCE DATA

Fax Number:

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: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: c/o Paul Hastings LLP
Address Line 2: 200 Park Avenue, 28th Floor
Address Line 4: New York, NEW YORK 10166

CH \$215.00 5154456

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ AG
DATE SIGNED:	06/07/2018
Total Attachments: 4 source=IP Release 2 - Watermark - Executed Payoff Letter-3#page1.tif source=IP Release 2 - Watermark - Executed Payoff Letter-3#page2.tif source=IP Release 2 - Watermark - Executed Payoff Letter-3#page3.tif source=IP Release 2 - Watermark - Executed Payoff Letter-3#page4.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is given as of June 7, 2018, by WEBSTER BANK, NATIONAL ASSOCIATION, as agent (in such capacity, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Credit Agreement referred to below), in favor of TASKSTREAM, LLC, a Delaware limited liability company (the "Grantor").

WITNESSETH

WHEREAS, the Grantor has entered into that certain Credit Agreement, dated as of March 17, 2017 (as amended and restated by that certain Amended and Restated Credit Agreement, dated as of September 26, 2017, and as further amended, restated, amended and restated, supplemented or otherwise modified to date, the "Credit Agreement"), by and among the Grantor, the other Credit Parties from time to time party thereto, the financial institutions from time to time party thereto as lenders (the "Lenders") and the Agent, as Agent for the Lenders;

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Grantor has entered into that certain Guaranty and Security Agreement, dated as of March 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Grantor and the other grantors party thereto, in favor of the Agent. Capitalized terms used herein without definition shall have the meaning given to them in the Credit Agreement or the Security Agreement, as applicable;

WHEREAS, under the terms of the Security Agreement, the Grantor granted to the Agent, as security, a Lien on, and interest in the Grantor's Trademark Collateral (as defined in the Trademark Security Agreement defined below), including, without limitation, the Grantor's respective Trademarks listed on Schedule 1 attached hereto, pursuant to that certain Trademark Security Agreement, dated as of March 17, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by the Grantor in favor of the Agent;

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office ("USPTO") on March 17, 2017 on Reel: 6013, Frame: 0687;

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

WHEREAS, the Grantor and the Agent desire that the Agent terminate and release its Lien on, and any and all security interest the Agent may hold in, the Trademark Collateral.

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

The Agent hereby, on behalf of itself, the Lenders, the L/C Issuers and the other Secured Parties, without recourse, representation, warranty or other assurance of any kind by Agent (express or implied) as to Agent's rights in any Trademark Collateral, the condition or value of any Trademark Collateral, or any other matter, terminates, discharges and releases any and all of the Agent's continuing security interest in and Lien on and all other right, title and interest in the Trademark Collateral, including, without limitation and for clarity, the Trademarks listed on Schedule 1 and all goodwill associated with the foregoing, and reassigns and reconveys any and all right, title or interest that it may have therein to the Grantor.

The Agent hereby authorizes the recordation of this Release with the United States Patent and Trademark Office and any other applicable governmental body.

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents, filings, agreements and certificates and to do such other acts, in each case at the Grantor's expense, as reasonably requested by the Grantor and as may be reasonably necessary to effect the release of the security Lien on, and interest in, the Trademark Collateral as contemplated hereby.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

Delivery of an executed counterpart of this Release by facsimile or other electronic transmission (i.e. "pdf") shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered as of the date first above written.

Very truly yours,

WEBSTER BANK, NATIONAL
ASSOCIATION, as Agent


By: 

Name: Scott Warden

Title: Vice President

**Schedule 1 to
Termination and Release of Security Interest in Trademarks**

1. REGISTERED TRADEMARKS

	Mark	App. No. App. Date	Reg. No. Reg. Date	Status/Status Date	Owner/Company
1)	ACCOUNTABILITY MANAGEMENT SYSTEM (AMS) BY TASKSTREAM	87030188 May 9, 2016	5154456 March 7, 2017	Registered March 7, 2017	TASKSTREAM, LLC
2)	AQUA BY TASKSTREAM	86768896 September 25, 2015	4959985 May 17, 2016	Registered May 17, 2016	TASKSTREAM, LLC
3)	BETTER DATA FOR LEARNING	87279788 December 23, 2016		Filed based on Intent to Use (Sec 1(b) on December 27, 2016	TASKSTREAM, LLC
4)	LEARNING ACHIEVEMENT TOOLS (LAT) BY TASKSTREAM	87030155 May 9, 2016	5154455 March 7, 2017	Registered March 7, 2017	TASKSTREAM, LLC
5)	MYBRARY	77875056 November 18, 2009	3885094 December 7, 2010	Registered July 18, 2016	TASKSTREAM, LLC
6)	TASKSTREAM	77874678 November 17, 2009	3806962 June 22, 2010	Registered July 13, 2016	TASKSTREAM, LLC
7)	TS (Stylized) 	85735290 September 21, 2012	4530373 May 13, 2014	Registered May 13, 2014	TASKSTREAM, LLC
8)	WEBMARKER	78885913 May 17, 2006	3286183 August 28, 2007	Registered September 3, 2013	TASKSTREAM, LLC

2. TRADEMARK LICENSES

None.