# OP \$65.00 3564128

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM512360 Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 Termination and Release of Security Interest in Trademarks

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Salem Investment Partners III, Limited Partnership		02/28/2019	Limited Partnership: NORTH CAROLINA

### **RECEIVING PARTY DATA**

Name:	Emporos Systems Corporation		
Street Address:	8514 McAlpine Park Drive, Suite 135		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28211		
Entity Type:	Corporation: NORTH CAROLINA		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3564128	MERCHANTSOFT
Registration Number:	3364602	EMPOROS

### **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:** 4157336165

**Email:** awexner@goodwinlaw.com

Correspondent Name: Annelise Wexner

Address Line 1: 3 Embarcadero Center, Floor 28
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Annelise Wexner
SIGNATURE:	/s/Annelise Wexner
DATE SIGNED:	03/01/2019

### **Total Attachments: 3**

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TRADEMARK
REEL: 006578 FRAME: 0567

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### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of February 28, 2019 in favor of Emporos Systems Corporation, a North Carolina corporation ("Grantor"), by Salem Investment Partners III, Limited Partnership, a North Carolina limited partnership (the "Lender").

WHEREAS, Grantor and Lender are party to that certain Grant of Security Interest in Trademarks dated as of December 20, 2013 (the "Security Agreement"; capitalized terms not defined herein shall have the meanings assigned to such terms in the Security Agreement), pursuant to which Grantor granted to Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired (collectively, the "Trademark Collateral"):

- (i) each Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark registration and Trademark application of Grantor, including, without limitation, each Trademark registration and Trademark application described on Schedule A;
- (ii) all claims by Grantor against third parties for past, present or future infringement or dilution of any Trademark registration or Trademark application, including, without limitation, any Trademark registration and Trademark application described on Schedule A; and
  - (iii) all products and proceeds of the foregoing;

WHEREAS, Lender's lien and security interest in the Trademark Collateral was recorded with the United States Patent and Trademark Office on December 20, 2013 at Reel/Frame 5179/0642; and

WHEREAS, Lender wishes to terminate, cancel and release all liens and security interests it has in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby terminates, cancels, releases and conveys in entirety all liens and security interests it has in and to the Trademark Collateral to Grantor and shall possess no further claims against the Grantor in relation thereto.

At Grantor's request and expense, Lender shall take all further actions, and provide to Grantor, 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 (all of which shall be prepared by Grantor, without recourse or warranty to the undersigned and otherwise in form and substance reasonably satisfactory to the undersigned)), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

TRADEMARK REEL: 006578 FRAME: 0568

IN WITNESS WHEREOF, Lender has caused this Release to be executed by its duly authorized representatives as of the date first written above.

> SALEM INVESTMENT PARTNERS III, LIMITED PARTNERSHIP

Name: DAVID FARIT

Title: Monager SIP II Monagement LLC,

Ito Consent Parties

4815-2702-5033.v2

**TRADEMARK REEL: 006578 FRAME: 0569** 

# **SCHEDULE A**

# Trademark registrations/Trademark applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Emporos Systems Corporation	United States	MERCHANTSOFT	3564128	01/20/2009
Emporos Systems Corporation	United States	EMPOROS	3364602	01/08/2008

4815-2702-5033.v2

**RECORDED: 03/01/2019** 

TRADEMARK REEL: 006578 FRAME: 0570