

900503235 06/19/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528416

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC		05/09/2019	Corporation: DELAWARE <i>limited liability company</i>
RECEIVING PARTY DATA			
Name:	Krossover Intelligence Inc.		
Street Address:	148 West 24th Street, Floor 11		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5039078	KROSSOVER	
Registration Number:	5061985	KROSSOVER GET YOUR GAME BRAIN ON	
Registration Number:	5061986	K	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
	<i>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.</i>		
Phone:	6179517790		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Ronald M. Duvernay		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	109251-0040-006		
NAME OF SUBMITTER:	Ronald M. Duvernay		
SIGNATURE:	/r duvernay/		
DATE SIGNED:	06/19/2019		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the “Release”) is made as of May 9, 2019, by **CORTLAND CAPITAL MARKET SERVICES LLC**, as collateral agent and administrative agent under the Security Agreement referred to below (in such capacity, the “Collateral Agent”), in favor of **KROSSOVER INTELLIGENCE INC.**, a Delaware corporation (the “Grantor”).

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement, dated as of June 15, 2018, by and among the grantors party thereto and the Collateral Agent (as heretofore amended, supplemented or otherwise modified, the “Security Agreement”), and (ii) that certain Trademark Security Agreement, dated as of June 15, 2018, by and among the Grantor, the other grantors party thereto and the Collateral Agent (the “Intellectual Property Security Agreement”; and together with the Security Agreement, the “Security Agreements”; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Intellectual Property Security Agreement), the Grantor granted the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Trademarks of the Grantor, including those identified on Schedule A attached hereto (the “Krossover Trademark Collateral”);

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on June 20, 2018 at Reel 6359, Frame 0194;

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Krossover Trademark Collateral pursuant to the Security Agreements; and

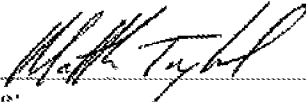
NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

1. The Collateral Agent, on behalf of itself and the Secured Parties, hereby (a) releases, relinquishes, terminates and discharges the security interests that it has pursuant to the Security Agreements in the Krossover Trademark Collateral and (b) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the any of the Krossover Trademark Collateral and associated common law rights and goodwill appurtenant thereto.
2. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.
3. At the request and sole expense of the Grantor, the Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.
4. Notwithstanding anything to the contrary herein or otherwise, this Release is limited solely and only to the Krossover Trademark Collateral and to no other Collateral (as defined in the Credit Agreement). The Collateral Agent continues to maintain, without interruption or impairment, its security interest in all of the Grantor's right, title and interest in, to and under all Collateral other than the Krossover Trademark Collateral. The provisions of the Security Agreements shall, except as modified by this Release, continue in full force and effect.

[Signature page follows]

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its properly authorized representative.

**CORTLAND CAPITAL MARKET SERVICES
LLC, as Collateral Agent**

By: 
Name: _____
Title: **Matthew Trybula
Associate Counsel**

[Release of Security Interest in Intellectual Property]

**TRADEMARK
REEL: 006691 FRAME: 0931**

Schedule A

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Krossover Intelligence Inc.	5039078	Krossover
Krossover Intelligence Inc.	5061985	Krossover Get Your Game Brain On (word and design mark)
Krossover Intelligence Inc.	5061986	K and Design 