

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crescent Cove Opportunity Lending, LLC, as Administrative Agent		05/26/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Trianz Inc.		
Street Address:	2350 Mission College Boulevard, Suite 1250		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4909489	3RACKS	
Serial Number:	87612663	DIGITAL EVOLUTION SIMPLIFIED	
Serial Number:	87636670	DIGITAL SIMPLIFIED	
CORRESPONDENCE DATA			
Fax Number:	3059615556		
<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:	3055790558		
Email:	chius@gtlaw.com		
Correspondent Name:	Greenberg Traurig, P.A./Attn: Sandy Chiu		
Address Line 1:	333 SE 2nd Ave Ste 4400		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	190932.010100		
NAME OF SUBMITTER:	Sandy Chiu, Esq.		
SIGNATURE:	/Sandy Chiu/		
DATE SIGNED:	05/28/2020		
Total Attachments: 3			
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TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST (this “Termination and Release”) is granted as of May 26, 2020 by CRESCENT COVE OPPORTUNITY LENDING, LLC, a Delaware limited liability company, as Administrative Agent for itself and for the Lenders (in such capacity, together with its successors and assigns, if any, the “Agent”), to and in favor of TRIANZ INC., a California corporation (the “Borrower”) having an address at 2350 Mission College Boulevard, Suite 1250, Santa Clara, California 95054.

WHEREAS, the Borrower and certain other grantor parties thereto executed and delivered that certain Pledge and Security Agreement, dated as of July 31, 2019, in favor of Agent (as amended, restated, supplemented, modified or otherwise changed prior to the date hereof, the “Security Agreement”); capitalized terms not defined herein shall have the meanings set forth in the Security Agreement;

WHEREAS, the Borrower executed and delivered an Assignment for Security – Trademarks, dated as of July 31, 2019 (the “Trademark Security Agreement”), recorded with the United States Patent and Trademark Office (“USPTO”) on July 31, 2019, at Reel 006708 and Frame 0978, assigning and transferring to the Agent a security interest in and lien on certain Trademarks and Collateral, as defined and described therein (collectively, the “Trademark Collateral”) to secure the payment, performance and observance of the Secured Obligations;

WHEREAS, the obligations under the Security Agreement have been satisfied and the Agent wishes to terminate the Trademark Security Agreement and fully release the security interest and lien previously held by Agent with respect to the Trademark Collateral.

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

1. The Agent, on behalf of itself and the Lenders (or its or any Lender’s permitted successors or assigns), hereby terminates the Trademark Security Agreement and releases, terminates and discharges, without recourse, all liens on and security interests in, to and under, all Trademark Collateral, including but not limited to those Trademarks identified in Schedule I hereto and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for the Borrower’s own use and enjoyment, and for the use and enjoyment of the Borrower’s successors, assigns or other legal representatives.
2. The Agent hereby authorizes and requests the Commissioner for Trademarks to record this Termination and Release with the USPTO and elsewhere as applicable.
3. The Agent agrees, at the Borrower’s expense, to take all further actions, and to provide the Borrower and its respective successors, assigns, and other legal representatives, all such cooperation and assistance (including without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by the Borrower or its successors or assigns, to record or otherwise effectuate the purposes of this Termination and Release.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

AGENT:

CRESCENT COVE OPPORTUNITY LENDING, LLC

By: Crescent Cove Opportunity Fund, LP

Its: Managing Member

By: Crescent Cove Opportunity GP, LP

Its: General Partner

By: Crescent Cove S Corp, LLC

Its: General Partner

Name: Jun Hong Jeng
Title: Managing Member

[Signature Page to Termination and Release of Trademark Security Interest]

TRADEMARK

REEL: 006947 FRAME: 0756

SCHEDULE I

Trademark	Status	Application No.	Registration No.	Record Owner
3RACKS	Registered	86299298	4909489	Trianz Inc.
DIGITAL EVOLUTION SIMPLIFIED	Pending	87612663	N/A	Trianz Inc.
DIGITAL SIMPLIFIED	Pending	87636670	N/A	Trianz Inc.

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RECORDED: 05/28/2020

**TRADEMARK
REEL: 006947 FRAME: 0757**