# CH \$240.00 291471

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM606814

SUBMISSION TYPE:		NEW ASSIGNMENT	
	NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AB Private Credit Investors LLC		10/30/2020	Limited Liability Company:

# **RECEIVING PARTY DATA**

Name:	Selligent, Inc.
Street Address:	c/o HGGC, LLC 1950 University Avenue
City: Palo Alto	
State/Country:	CALIFORNIA
Postal Code:	94303
Entity Type:	Corporation: DELAWARE

# **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2914711	STRONGMAIL
Registration Number:	2965565	STRONGMAIL
Registration Number:	3478982	MESSAGE STUDIO
Registration Number:	3478983	STRONGSTART
Registration Number:	3905630	SOCIAL DIRECT
Registration Number:	4606423	STRONGVIEW
Registration Number:	4610675	PRESENT TENSE MARKETING
Registration Number:	4670935	INTERACTIONSTORE
Registration Number:	5325219	ENGAGEMENT SPHERE

# **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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Heather Schneider
Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 122698.00051

TRADEMARK REEL: 007095 FRAME: 0438

900578331

NAME OF SUBMITTER:	Heather Schneider
SIGNATURE:	/Heather Schneider/
DATE SIGNED:	11/04/2020
Total Attachments: 3	•

source=Selligent - Trademark Security Agreement Release (Selligent Inc.) (Executed)#page1.tif source=Selligent - Trademark Security Agreement Release (Selligent Inc.) (Executed)#page2.tif source=Selligent - Trademark Security Agreement Release (Selligent Inc.) (Executed)#page3.tif

> **TRADEMARK REEL: 007095 FRAME: 0439**

# RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of October 30, 2020 (this "Release"), is made by **AB Private Credit Investors LLC**, a Delaware limited liability company, acting in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") under that certain Trademark Security Agreement, dated as of November 5, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), by and among Selligent, Inc., a Delaware corporation (the "Pledgor") and the Collateral Agent. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on November 5, 2018 at Reel 6533, Frame 0584, the Pledgor granted to the Collateral Agent a Security Interest in, on and to all of the Pledgor's right, title and interest in, to and under its owned or thereafter acquired Trademark Collateral, including those trademarks set forth on the attached <u>Schedule 1</u>;

WHEREAS, pursuant to that certain Payoff Letter, dated as of October 30, 2020, by and among the Pledgor, the other signatories party thereto and the Collateral Agent, the Pledgor has requested that the Collateral Agent, and the Collateral Agent has agreed to, (a) release any and all Security Interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, absolutely, unconditionally and irrevocably (a) terminate the security interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its Security Interest in the Trademark Collateral, and (c) cancel and discharge any and all rights, title and interest it has in and the Security Interest granted to the Collateral Agent in the Trademark Collateral. The Collateral Agent agrees, or authorizes the Pledgor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Pledgor to evidence the release and termination of the Collateral Agent's Security Interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

TRADEMARK REEL: 007095 FRAME: 0440 IN WITNESS WHEREOF, the undersigned has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

# **COLLATERAL AGENT**:

AB PRIVATE CREDIT INVESTORS LLC

Name: Shishir Agrawal

Title: Managing Director

**REEL: 007095 FRAME: 0441** 

# SCHEDULE 1

# UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Selligent Inc.	2914711	STRONGMAIL
Selligent Inc.	2965565	STRONGMAIL
Selligent Inc.	3478982	MESSAGE STUDIO
Selligent Inc.	3478983	STRONGSTART
Selligent Inc.	3905630	SOCIAL DIRECT
Selligent Inc.	4606423	STRONGVIEW
Selligent Inc.	4610675	PRESENT TENSE MARKETING
Selligent Inc.	4670935	INTERACTIONSTORE
Selligent Inc.	5325219	ENGAGEMENT SPHERE

United States Trademark Applications:

None.

**RECORDED: 11/04/2020** 

TRADEMARK REEL: 007095 FRAME: 0442