

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609840

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Capital One, National Association, as Administrative Agent | | 11/18/2020 | national banking association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Karma Technology Holding LLC (successor-in-interest to Kameleon Partners LLC and Komodo Partners LLC) | | |
| Street Address: | 2 Bethesda Metro Center | | |
| Internal Address: | Suite 850 | | |
| City: | Bethesda | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20814 | | |
| Entity Type: | Limited Liability Company: NEW JERSEY | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88469613 | KAMELEON | |
| Serial Number: | 88469639 | SHERPA N | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4044435599 | | |
| <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: | 404-443-5647 | | |
| Email: | cfraser@meguirewoods.com | | |
| Correspondent Name: | Carol Fraser, Paralegal | | |
| Address Line 1: | 1230 PEACHTREE STREET, SUITE 2100 | | |
| Address Line 2: | MCGUIREWOODS LLP | | |
| Address Line 4: | ATLANTA, GEORGIA 30309 | | |
| ATTORNEY DOCKET NUMBER: | Precision 2060236.0129 | | |
| NAME OF SUBMITTER: | CAROL FRASER | | |
| SIGNATURE: | //Carol Fraser// | | |
| DATE SIGNED: | 11/19/2020 | | |

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Total Attachments: 3

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TRADEMARK RELEASE** (“Release”) is made as of November 18, 2020 (“Effective Date”) executed by Capital One, National Association (the “Administrative Agent”) in favor of Karma Technology Holding LLC, a New Jersey limited liability company (as successor-in-interest to Kameleon Partners LLC and Komodo Partners LLC, the “Grantor”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Trademark Security Agreement referenced below or the Credit Agreement (as defined in the Trademark Security Agreement), as applicable.

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of September 18, 2020, made by the Grantor in favor of the Administrative Agent (as amended, restated or supplemented from time to time, the “Trademark Security Agreement”), the Grantor granted to the Administrative Agent a continuing Lien on and security interest in and to all of the Grantor’s right, title and interest, in, to and under (i) the trademarks listed on the attached Schedule I (the “Trademarks”), (ii) all renewals and extensions of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark, and (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 18, 2020 at Reel 7067 Frame 0545; and

WHEREAS, the Administrative Agent wishes to terminate the Trademark Security Agreement and release and restore all right, title and interest in, to and under the Trademark Collateral to the Grantor and to dissolve those liens and encumbrances created by the Trademark Security Agreement in respect of the Trademark Collateral.

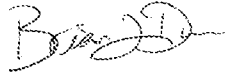
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby (i) terminates the Trademark Security Agreement, (ii) terminates, cancels and releases any and all security interests or Liens it has and all of its right, title and interest in, to and under the Trademark Collateral, whether now owned or hereafter created or acquired by the Grantor, and (iii) reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by the Administrative Agent, any and all of the Administrative Agent’s right, title and interest in, to and under the Trademark Collateral.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____

Name: Brian Dunn

Title: Its Duly Authorized Signatory



TRADEMARK RELEASE

TRADEMARK

REEL: 007111 FRAME: 0436

SCHEDULE I

Trademark Registrations

| Matter No. | Country | Trademark | Application No./Filed | Registration No./Issued | Current Owner |
|-------------------|----------------|---|------------------------------|--------------------------------|-----------------------|
| N/A | United States |  | 88469613 06/12/2019 | N/A | Kameleon Partners LLC |
| N/A | United States |  | 88469639 06/12/2019 | N/A | Komodo Partners LLC |