TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM613413

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AB PRIVATE CREDIT INVESTORS LLC		12/09/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MarketLive, Inc.	
Street Address:	717 N. Harwood Street	
Internal Address:	Suite 1900	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75201	
Entity Type:	Corporation: CALIFORNIA	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	4069999	MARKETLIVE	
Registration Number:	4829672	INSIGHTFUL COMMERCE	
Serial Number:	86809952	INTELLIGENT SELLING	

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 2127562132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 25th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-2004	
NAME OF SUBMITTER: Scott Kareff (014951-2004)	
SIGNATURE: /kc for sk/	
DATE SIGNED:	12/09/2020

TRADEMARK REEL: 007128 FRAME: 0193

Total Attachments: 3

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TRADEMARK
REEL: 007128 FRAME: 0194

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "<u>Termination</u>"), dated as of December 9, 2020, is made by **AB PRIVATE CREDIT INVESTORS LLC**, a Delaware limited liability company, as collateral agent ("<u>Collateral Agent</u>"), in favor of the pledgor listed on the signature pages of the Trademark Security Agreement (as defined below) (the "<u>Pledgor</u>").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of December 18, 2015 (as amended, restated, supplemented, or modified from time to time, the "<u>Trademark Security Agreement</u>"; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trademark Security Agreement), by and among Collateral Agent and Pledgor, Pledgor has granted a Lien on and security interest to Collateral Agent in Pledgor's entire right, title and interest in, to and under its owned or thereafter acquired Trademark Collateral (as defined in the Trademark Security Agreement) (the "<u>Security Interest</u>");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on December 18, 2015 at Reel 5693, Frame 0423; and

WHEREAS, Collateral Agent has agreed to terminate and release its Security Interest in Pledgor's entire right, title and interest in, to and under its owned or thereafter acquired Trademark Collateral, including those identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, Collateral Agent hereby terminates, discharges, cancels and releases all mortgages, liens, collateral assignments, pledges and Security Interest granted to Collateral Agent in the Trademark Collateral.

Collateral Agent hereby reassigns, grants and conveys to Pledgor, without any representation, recourse or undertaking by Collateral Agent, any and all of Collateral Agent's right, title and interest in, to and under the Trademark Collateral.

Collateral Agent agrees to take all further actions, and provide to the Pledgor and 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), reasonably requested by the Pledgor, at the Pledgor's sole cost and expense, to more fully and effectively effectuate the purposes of this Termination.

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TRADEMARK REEL: 007128 FRAME: 0195 **IN WITNESS WHEREOF**, Collateral Agent has caused this Termination to be duly executed as of the date first set forth above.

COLLATERAL AGENT:

AB PRIVATE CREDIT INVESTORS LLC

By: ______ Nomo: Chichir Acr

Name: Shishir Agrawal Title: Managing Director

SCHEDULE A

Trademark Registrations

United States	United States	United States
MARKETLIVE, INC.	MARKETLIVE, INC.	MARKETLIVE, INC.
Registered	Registered	Pending
12/13/11	10/13/15	N/A
4069999	4829672	N/A
3/22/11	8/28/13	11/4/2015
85273550	86050011	86809952
MARKETLIVE	INSIGHTFUL COMMERCE	INTELLIGENT SELLING
	3/22/11 4069999 12/13/11 Registered MARKETLIVE, INC.	E 85273550 3/22/11 4069999 12/13/11 Registered MARKETLIVE, 86050011 8/28/13 4829672 10/13/15 Registered MARKETLIVE, INC. 10/13/15 Registered INC.

TRADEMARK
RECORDED: 12/09/2020 REEL: 007128 FRAME: 0197