ETAS ID: TM616043

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**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		12/22/2020	Limited Liability Company: DELAWARE

# **RECEIVING PARTY DATA**

Name:	SUMMITIG, LLC		
Street Address:	22375 BRODERICK DRIVE		
Internal Address:	SUITE 105		
City:	DULLES		
State/Country:	VIRGINIA		
Postal Code:	20166		
Entity Type:	Limited Liability Company: VIRGINIA		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	4312610	SUMMITIG	
Registration Number:	4567954	SCALE THE SUMMIT. REACH THE CLOUD.	

# **CORRESPONDENCE DATA**

Fax Number: 2127352000

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: 212-735-2811

Email: mribando@skadden.com

Skadden, Arps, Slate, Meagher & Flom LLP **Correspondent Name:** 

One Manhattan West Address Line 1: Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10001-8602

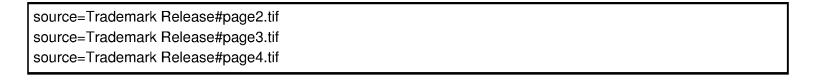
ATTORNEY DOCKET NUMBER:	093360/42
NAME OF SUBMITTER:	Oren Epstein
SIGNATURE:	/OE/
DATE SIGNED:	12/22/2020

**Total Attachments: 4** 

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**TRADEMARK** REEL: 007142 FRAME: 0910

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TRADEMARK
REEL: 007142 FRAME: 0911

# TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "Release") is made as of December 22, 2020, by AB PRIVATE CREDIT INVESTORS LLC, as collateral agent for the Secured Parties (in such capacity, "Collateral Agent"), in favor of SUMMITIG, LLC (the "Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below) or Pledge and Security Agreement (as defined below), as applicable.

# WITNESSETH:

WHEREAS, Grantor and Collateral Agent were parties to that certain Pledge and Security Agreement, dated as of March 15, 2019 (as it may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), to grant to the Collateral Agent, for the benefit of the Secured Parties a security interest in and continuing Lien on the Collateral of the Grantor, as security for the payment and performance in full of all Secured Obligations (including the Trademark Collateral, as defined below); and

WHEREAS, Grantor and Collateral Agent were parties to that certain Trademark Security Agreement, dated as of March 15, 2020 (as it may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>"), pursuant to which Grantor, as collateral security for the payment and performance in full of all Secured Obligations, granted to Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing Lien on certain Trademarks and Trademark Collateral (as defined below), including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on March 15, 2019, at Reel 6592, Frame 0637;

WHEREAS, Grantor has requested that Collateral Agent release its security interest in and continuing Lien on the Trademarks and Trademark Collateral, including under the Trademark Security Agreement and Pledge and Security Agreement (collectively, the "Security Interest") and reassign any and all rights in the same to Grantor;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Collateral Agent's Security Interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Collateral Agent hereby releases, terminates and fully discharges its Security Interest in all of Grantor's right, title and interest in, to and under the following (collectively the "<u>Trademark Collateral</u>"):
  - (i) all of the Grantor's Trademarks, including those referred to on <u>Schedule A</u> attached hereto, including all of the goodwill of the business connected with the use of and symbolized by the foregoing and all extensions or renewals of any of the foregoing; and
  - (ii) all products and Proceeds of the foregoing, including the right to sue for past, present and future infringement or dilution of any Trademark or for any injury to such goodwill and claims, damages, and proceeds of the suit.

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- 2. Collateral Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Collateral Agent, any and all of Collateral Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.
- 3. Collateral Agent hereby authorizes Grantor or its authorized representative to (i) record this Release with the U.S. Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Security Interest of the Collateral Agent in the Trademarks and Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.
- 4. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

[Signature Page Follows]

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IN WITNESS WHEREOF, Collateral Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

AB PRIVATE CREDIT INVESTORS LLC

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	Jan.	alejh
By:		
Name:		
Title:		

# **SCHEDULE A**

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
SummitIG	85695472	8/4/12	4312610	4/2/13	Registered
SCALE THE SUMMIT. REACH THE CLOUD.	86137991	12/9/13	4567954	7/15/14	Registered

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**RECORDED: 12/22/2020** 

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TRADEMARK REEL: 007142 FRAME: 0915