

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Termination and Release of Intellectual Property Security Agreement at Reel/Frame 6025/0051		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saylent Technologies, Inc. (as notifier)		03/24/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Saylent Technologies, Inc. (as released party)		
Street Address:	116 Huntington Avenue, Suite 502		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4694725	SAYLENT	
Registration Number:	4641041	ACCOUNT360	
Registration Number:	4641040	CARD360	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	720-274-3163		
Email:	huelinh.tran@wilmerhale.com		
Correspondent Name:	Benjamin S. Fernandez, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Benjamin S. Fernandez		
SIGNATURE:	/s/ Benjamin S. Fernandez		
DATE SIGNED:	03/24/2021		
Total Attachments: 7			
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**NOTICE OF TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **NOTICE OF TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “*Termination and Release*”) is executed as of March 24, 2021 by SAYLENT TECHNOLOGIES, INC., a Delaware corporation (the “*Company*”), in respect of the liens and security interests previously held by TRINITY CAPITAL FUND III, L.P. (the “*Lender*”).

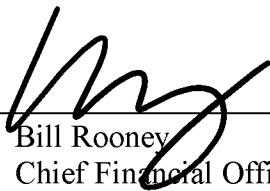
Attached as Exhibit A hereto is a payoff letter dated July 3, 2019 (the “*Pay-Off Letter*”), executed by the Lender and the Company. The Pay-Off Letter confirms that, as of the Pay-Off Date, “all liens, collateral assignments, security interests, guaranties, pledges and other collateral of every type at any time granted to or held by the Lender as security” (the “*Liens*”) for the indebtedness, liabilities, and obligations of the Company to the Lender shall be automatically terminated. Such Liens include Liens granted by the Company to the Lender pursuant to that certain Intellectual Property Security Agreement, dated as of March 31, 2017 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “*IP Security Agreement*”), in and on the Intellectual Property Collateral (as defined in the IP Security Agreement and including the trademarks set forth on Schedule I hereto), which was recorded with the United States Patent and Trademark Office (“*USPTO*”) on March 31, 2017, at Reel 6025, Frame 0051.

The Company hereby confirms that the Pay-Off Date has occurred and, by operation of the Pay-Off Letter, the Liens have terminated.

[Signature page follows]

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

SAYLENT TECHNOLOGIES, INC.

By: 
Name: Bill Rooney
Title: Chief Financial Officer

SCHEDULE I TO
NOTICE OF TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS

Mark / Title	U.S. Serial Number	U.S. Registration Number	Filing Date
SAYLENT	86253382	4694725	April 16, 2014
ACCOUNT 360	86253410	4641041	April 16, 2014
CARD360	86253402	4641040	April 16, 2014



July 3, 2019

Saylent Technologies, Inc.
122 Grove Street, Suite 300
Franklin, MA 02038

Dear Mr. Rooney:

We refer to the Master Loan and Security Agreement dated as of March 31, 2017 (as the same may from time to time have been amended, restated, or otherwise **modified, the "Loan Agreements"**) by and between Trinity Capital Fund III, L.P. ("**Lender**") and Saylent Technologies, Inc. ("**Borrower**"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreements.

Borrower has advised Lender that it intends to repay all amounts due and owing under the Loan Agreements and has requested that Lender provide Borrower with appropriate pay-off amounts for the principal, interest, other amounts and the Obligations (as defined in the Loan Agreements) owing by Borrower to Lender under the Loan Documents (as defined below). The pay-off amounts due to Lender from Borrower as of July 12, 2019 (the "**Computation Date**") under the Loan Documents is as follows (collectively, together with any per diem accruals accruing after the **Computation Date that must be repaid by Borrower, the "Pay-Off Amount"**):

Pay-Off Amounts:

Outstanding Principal	\$1,303,819.03
Interest due as of 7/12/19	\$4,997.97
Prepayment	\$39,114.57
Final Payment	\$150,000.00
Non-Use Fee	\$40,000.00
Total Due	\$1,537,931.58

From and after the Computation Date and until 4:00 pm Pacific time on the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreements. The per diem accrual of interest on the unpaid principal amount is **\$416.50**. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof and no additional credit extensions under the Loan Agreements. The foregoing principal balance assumes (1) no additional credit extensions under the Loan Agreements; (2) that collections received by Lender in the normal course of business from the account debtors of Borrower are cleared by their respective banks.



The Pay-Off Amount shall be wired as follows:

Trinity Capital Fund III, L.P.

ABA Routing No.: [REDACTED]

Account No.: [REDACTED]

Reference: Saylent Technologies, Inc. Loan Payoff

Effective immediately upon Lender's receipt, via wire, of payment in full in cash of the Pay-Off Amount (the date of Lender's receipt of the Pay-Off Amount being the "**Pay-Off Date**"), without further action on the part of the parties hereto (i) all indebtedness and obligations of Borrower to the Lender, including but not limited to such indebtedness, liabilities and obligations under the Loan Agreements, the other Loan Documents and any other related loan and collateral security documents (collectively, the "**Loan Documents**") shall be paid and discharged in full; (ii) any unfunded commitments to make credit extensions or financial accommodations pursuant to the Loan Agreements shall be terminated; (iii) all liens, collateral assignments, security interests, guaranties, pledges and other collateral of every type at any time granted to or held by the Lender as security for such indebtedness, liabilities and obligations shall be automatically terminated, and (iv) all other obligations of Borrower under the Loan Documents shall be deemed terminated; except for such obligations that are expressly specified in any Loan Document as surviving that respective agreement's termination.

Upon Lender's receipt of the Pay-Off Amount, Lender authorizes Borrower (or its designees, agents or representatives) to file each UCC-3 Termination Statements, and agrees to (1) deliver notices to terminate any deposit or securities account control agreements including the notices of termination, (2) return any possessory collateral held by Lender as collateral security, (3) execute and deliver any other documents necessary to evidence or effectuate the foregoing release and termination.

This Pay-Off letter is valid until **July 31, 2019**. If full Pay-Off Amount including any per diem accruals is not received by Lender before 4:00pm Pacific time on July 31, 2019 Lender will resume payment schedule legally agreed upon by both parties.



Very truly yours,

TRINITY CAPITAL FUND III, L.P., a Delaware limited partnership

By: TRINITY SBIC PARTNER II, LLC, a Delaware limited liability company, its General Partner

By: TRINITY SBIC MANAGEMENT, INC., a Delaware corporation, its Manager

By: Gerry Harder

Name: Gerry Harder

Title: Operating Partner

Agreed and acknowledged by:

Saylent Technologies, Inc.

By: _____

Name: _____

Title: _____



Very truly yours,

TRINITY CAPITAL FUND III, L.P., a Delaware limited partnership

By: TRINITY SBIC PARTNER II, LLC, a Delaware
limited liability company, its General Partner

By: TRINITY SBIC MANAGEMENT, INC., a Delaware
corporation, its Manager

By: _____
Name: Gerry Harder
Title: Operating Partner

Agreed and acknowledged by:

Saylent Technologies, Inc.

By: 
Name: Tyson Nargassans
Title: President and Chief Executive Officer