

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637176

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cadence Bank, N.A.		04/05/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	LW Acquisition, LLC
Street Address:	2337 Perimeter Park Drive, Suite 220
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30341
Entity Type:	Limited Liability Company: GEORGIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2849564	LOYALTYWORKS

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: 7043778156
Email: jcarusone@robinsonbradshaw.com
Correspondent Name: Jennifer Carusone
Address Line 1: 101 N. Tryon St. Suite 1900
Address Line 2: c/o Robinson, Bradshaw & Hinson, P.A.
Address Line 4: Charlotte, NORTH CAROLINA 28246

NAME OF SUBMITTER:	Jennifer Carusone
SIGNATURE:	/Jennifer Carusone/
DATE SIGNED:	04/06/2021

Total Attachments: 4

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of April 5, 2021, and granted by CADENCE BANK, N.A., lender (in such capacity, “**Lender**”), in favor of LW ACQUISITION, LLC, a Georgia limited liability company (“**Grantor**”), and its successors, assigns and legal representatives.

WHEREAS, Grantor executed and delivered to Lender that certain Collateral Assignment of Trademarks (the “**Collateral Assignment**”), dated as of July 9, 2018, between Grantor and Lender;

WHEREAS, pursuant to the Collateral Assignment, Grantor pledged and granted to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the Trademarks (as defined below);

WHEREAS, the Collateral Assignment was recorded with the United States Patent and Trademark Office at Reel 6376, Frame 0953 on July 10, 2018; and

WHEREAS, Grantor has requested that Lender enter into this Release in order to effectuate, evidence and record the release and reassignment to Grantor of any and all right, title and interest Lender has or may have in the Trademarks pursuant to the Collateral Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby states as follows:

Definitions. The following term has the meaning set forth below:

“**Trademark**” means all of Grantor’s right, title, and interest in and to: (i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule I to this Agreement); (ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule I to this Release); (iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States; (iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof; (v) all registrations and recordings with respect to any of the foregoing; (vi) all reissues, extensions and renewals of any of the foregoing; (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Grantor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or

data; (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof; (ix) all rights to sue for past, present or future infringements of any of the foregoing; (x) all good will related to any of the foregoing; (xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Grantor related to the foregoing; and (xii) all proceeds of any and all of the foregoing.

Release of Security Interest. Lender hereby terminates, releases and discharges any and all security interests that it has pursuant to the Collateral Assignment in the Trademarks.


Further Assurances. Lender agrees, at Grantor's sole cost and expense, to take all further actions, and provide to Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CADENCE BANK, N.A.,
as Lender

By: 
Name: Kendall Allen
Title: Assistant Vice President

Address for Notices:

2800 Post Oak Blvd., Suite 3800
Houston, Texas 77056
Attn: Kendall Allen

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademarks</u>	<u>Registration No.</u>
Loyaltyworks (non-stylized)	2849564