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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM669233

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SaaS Capital Funding II, LLC		06/10/2021	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	RedTail Solutions, LLC (f/k/a RedTail Solutions, Inc.)		
Street Address:	112 Turnpike Road, Suite 201		
City:	Westborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01581		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3860044	REDTAIL SOLUTIONS

## **CORRESPONDENCE DATA**

**Fax Number:** 2124464900

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.

Email: susan.zablocki@kirkland.com

Correspondent Name: SUSAN ZABLOCKI
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	46232-28
NAME OF SUBMITTER:	Susan Zablocki
SIGNATURE:	/susan zablocki/
DATE SIGNED:	08/20/2021

### **Total Attachments: 4**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this "Release") is effective as of June 10, 2021 by SaaS Capital Funding II, LLC, a Delaware limited liability company with a place of business at 810 7th Avenue, Suite 2005, New York, New York 10019 ("Lender") in favor of RedTail Solutions, LLC (f/k/a RedTail Solutions, Inc.), a Delaware limited liability company with a place of business at 112 Turnpike Road, Suite 201, Westborough, MA 01581 ("Pledgor"). Capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement (as defined below), or, if not defined in the Security Agreement, in the Loan Agreement (as defined below).

WHEREAS, in order to secure its obligations under that certain Loan Agreement by and between Pledgor and Lender, dated as of May 25, 2016, (the "Loan Agreement"), Pledgor executed a Patent, Trademark and Copyright Security Agreement dated as of May 25, 2016 (the "Security Agreement") in favor of Lender;

WHEREAS, pursuant to the Security Agreement, Pledgor granted to Lender a continuing security interest in all of the Trademarks (as such term is defined in the Security Agreement) of Pledgor, including, without limitation, the trademarks listed on Exhibit A hereto, together with all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations in part thereof, in each case, whether then existing or thereafter acquired (collectively, the "Trademark Collateral"), as security for the payment or performance, as the case may be, of Pledgor's obligations under the Loan Agreement; and

WHEREAS, Pledgor has requested that the Lender release its security interest in all right, title and interest in, to and under all of the Trademark Collateral.

NOW, THEREFORE, intending to be legally bound hereby and in connection with the Security Agreement and the Loan Agreement, Lender hereby (i) releases the continuing security interest and continuing lien upon, and terminates its security interest in, and all other rights, title and interest in and to the Trademark Collateral, including, without limitation, the trademarks listed on Exhibit A hereto, without any recourse, representation or warranty, (ii) terminates the Security Agreement, and (iii) re-assigns to Pledgor any right, title or interest Lender may have in, to or under the Trademark Collateral under the Loan Agreement or the Security Agreement together with the goodwill of the business symbolized thereby, and hereby authorizes Pledgor or Pledgor's authorized representative or designee to record this Release with the United States Patent and Trademark Office as evidence of such release and termination.

Lender agrees to take all further actions, and provide to the Pledgor 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 the Pledgor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

TRADEMARK REEL: 007399 FRAME: 0531 This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

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TRADEMARK REEL: 007399 FRAME: 0532 IN WITNESS WHEREOF, Lender duly executes this Release, which is effective as of the day and year first written above.

SAAS CAPITAL FUNDING II, LLC, as Lender

By:

Name: Rob Belcher Title: Manager

Signature Page to Release of Security Interest in Trademarks

# EXHIBIT A

# TRADEMARKS

United States Trademark Registrations:

Trademark	Serial No.	Registration No.	Filing Date	Registration Date
REDTAIL	77947066	3860044	March 1, 2010	October 12, 2010
SOLUTIONS				

4812-8532-1710

**RECORDED: 08/20/2021** 

TRADEMARK REEL: 007399 FRAME: 0534