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ETAS ID: TM674082

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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		09/08/2021	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Social Solutions Global Inc.	
Street Address:	10801-2 N. MoPac Expressway	
Internal Address:	3rd & 4th Floors	
City:	Austin	
State/Country:	TEXAS	
Postal Code:	78759	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	5914007	APRICOT
Registration Number:	5914012	APRICOT 360
Registration Number:	5077973	APRICOT

# **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

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

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

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

ATTORNEY DOCKET NUMBER:	090920/107
NAME OF SUBMITTER:	Allison Shapiro
SIGNATURE:	/Allison Shapiro/
DATE SIGNED:	09/13/2021

**Total Attachments: 3** 

TRADEMARK
REEL: 007419 FRAME: 0927

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### TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "<u>Termination</u>"), dated as of September 8, 2021 is made by **AB PRIVATE CREDIT INVESTORS LLC**, a Delaware limited liability company, in its capacity as collateral agent (in such capacity, together with any successors and assigns in such capacity, the "<u>Collateral Agent</u>"), in favor of Social Solutions Global Inc., a Delaware corporation (the "<u>Pledgor</u>").

WHEREAS, Pledgor, Collateral Agent and the other parties thereto entered into that certain Credit Agreement, dated as of April 26, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of March 16, 2021 (as amended, restated, supplemented, or modified from time to time, the "Trademark Security Agreement"; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trademark Security Agreement or Credit Agreement, as applicable), by and among Collateral Agent and Pledgor, Pledgor has pledged and granted to Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"): (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule A attached hereto; (b) all Goodwill associated with such Trademarks; and (c) all Proceeds of any and all of the foregoing (such lien and security interest, the "Security Interest");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on March 17, 2021 at Reel 7222, Frame 0908; 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 <u>Schedule A</u> attached hereto.

**NOW, THEREFORE,** for valuable consideration, Collateral Agent hereby terminates, discharges, cancels and fully and unconditionally releases the collateral pledge, grant, mortgages, liens, collateral assignments, 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 authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

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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**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,

a Delaware limited liability company, as Collateral Agent

By:

Name: Evan Cohen

Title: Managing Director

# SCHEDULE A

# **United States Trademark Registrations**

OWNER	REGISTRATION NUMBER	TITLE
Social Solutions Global,	5914007	APRICOT
Inc.		
Social Solutions Global,	5914012	APRICOT 360
Inc.		
Social Solutions Global,	5077973	APRICOT
Inc.		

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RECORDED: 09/13/2021

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