

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sterling National Bank		11/05/2021	National Banking Association:
RECEIVING PARTY DATA			
Name:	CloudCheckr Inc.		
Street Address:	342 N Goodman St		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14607		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90084072	CLOUDCHECKR	
Serial Number:	90084094	CMX	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	3124996700		
Email:	ahesla@duanemorris.com		
Correspondent Name:	Brian P. Kerwin		
Address Line 1:	190 S LaSalle St Ste 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	H2441-00013		
NAME OF SUBMITTER:	Brian P. Kerwin		
SIGNATURE:	/s/Brian P. Kerwin		
DATE SIGNED:	11/09/2021		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of November 5, 2021, is made by **STERLING NATIONAL BANK**, a national banking association, in its capacity as administrative agent and collateral agent for the Lenders (as defined in the IP Security Agreement) (together with its successors and assigns in such capacity, "Agent"), under that certain Loan and Security Agreement and Guaranty, dated as of December 14, 2020, by **CLOUDCHECKR INC.**, a Delaware corporation ("Pledgor"), in favor of Agent (the "Loan Agreement"), and as confirmed by that certain Confirmatory Grant of Security Interest in Intellectual Property, dated as of December 14, 2020, by Pledgor, in favor of Agent (as amended, restated, supplemented or modified and in effect from time to time, the "IP Security Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the IP Security Agreement.

WHEREAS, pursuant to the Loan Agreement, the Pledgor granted a security interest in its assets, including all of Pledgor's Copyrights, Patents, and Trademarks (each as defined in the IP Security Agreement) and including all of the intellectual property set forth on Exhibit A attached hereto (the "IP Collateral");

WHEREAS, pursuant to the IP Security Agreement, Pledgor confirmed the foregoing grant of security interest to Agent (for benefit of the Lenders) in the IP Collateral;

WHEREAS, an executed copy of the IP Security Agreement was recorded with the Trademark Assignment Recordation Branch of the United States Patent and Trademark Office on December 14, 2020 at Reel 7133, Frame 0621; and

WHEREAS, Agent has agreed to terminate and release its security interest in all of such IP Collateral, including, without limitation, the U.S. Trademarks identified on Exhibit A attached hereto, being the same U.S. Trademarks set forth on Exhibit B to the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Agent does hereby, on behalf of itself and the Lenders, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminates the IP Security Agreement and the liens and security interest created under the Loan Agreement and the IP Security Agreement in the IP Collateral, (b) releases its security interest in the IP Collateral, (c) discharges any and all rights, title and interest it has in and the security interest granted to Agent in the IP Collateral, and (d) reassigns to Pledgor any and all right, title and interest that it may have in the IP Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Agent has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

STERLING NATIONAL BANK, as Agent

By: 

Name: Joshua Roberts

Title: Senior Managing Director

[Signature Page to Termination and Release of Security Interest in Intellectual Property]

TRADEMARK
REEL: 007488 FRAME: 0097

EXHIBIT A
TRADEMARKS

MARK	APP. NO.	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
CloudCheckr	90084072	30-JUL-2020	CloudCheckr Inc.	Pending
CMx	90084094	30-JUL-2020	CloudCheckr Inc.	Pending