# **SH \$65.00 42080**

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM689479

Stylesheet Version v1.2

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stellus Capital Investment Corporation		11/19/2021	Corporation: MARYLAND

#### **RECEIVING PARTY DATA**

Name:	InvaSoft, LLC
Street Address:	2130 E University Dr.
City:	Тетре
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	Limited Liability Company: ARIZONA

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4208017	DME TRACK
Registration Number:	4459547	INVASOFT

#### **CORRESPONDENCE DATA**

**Fax Number:** 9498519348

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:** 949-851-0633

**Email:** IPDocketOrangeCounty@mwe.com, sbro@mwe.com,

kdelcoure@mwe.com, efarrahi@mwe.com, ipdocketmwe@mwe.com

Correspondent Name: Sarah E. Bro

Address Line 1:McDermott Will & Emery LLPAddress Line 2:18565 Jamboree Road, Suite 250

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	087664-0107
NAME OF SUBMITTER:	Sarah E. Bro
SIGNATURE:	/sarah e. bro/
DATE SIGNED:	11/19/2021

**Total Attachments: 3** 

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### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of November 19, 2021 ("Release"), is made by Stellus Capital Investment Corporation, as Administrative Agent ("Administrative Agent") in favor of InvaSoft, LLC, an Arizona limited liability company ("Obligor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of August 24, 2017 (as amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Obligor, Administrative Agent, and others party thereto, Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in any and all right, title and interest of Obligor in and to all Trademarks, including the trademark registrations and trademark applications listed on Schedule A attached hereto (collectively, "Trademark Collateral"); and

**WHEREAS**, pursuant to the Security Agreement, Obligor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on August 25, 2017 at Reel 6138 Frame 0208 ("<u>Notice</u>").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Obligor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2**. <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse of any kind whatsoever, hereby:
- (a) terminates, cancels, discharges, and releases the continuing security interest in any and all right, title and interest of Obligor in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice, and any right, title or interest of the Administrative Agent in such Trademark Collateral pursuant to the Security Agreement or Notice shall hereby cease and become void; and
  - (b) authorizes the recordation of this Release with the USPTO at Obligor's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

TRADEMARK
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IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Stellus Capital Investment Corporation, as Administrative Agent

By: Name: W. Todd Huskinson

Title: Authorized Signatory

#### Schedule A

## U.S. Trademarks Subject to Security Interest Granted by InvaSoft, LLC In Favor of Stellus Capital Investment Corporation, as Administrative Agent Recorded August 25, 2017 at Reel 6138 Frame 0208

#### **Trademark Registrations**

Mark	Reg. No.	Reg. Date
DME TRACK	4208017	09/11/12
INVASOFT	4459547	12/31/13

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**RECORDED: 11/19/2021**