

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest on Reel/Frame 6975/0178		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midtown Madison Management LLC (as successor agent to Elm Park Capital Management, LLC)		09/09/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Nexus Systems, LLC		
Street Address:	6400 Arlington Blvd.		
Internal Address:	Suite 1000		
City:	Falls Church		
State/Country:	VIRGINIA		
Postal Code:	22042		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88103617	NEXUS WHEN PEOPLE CONNECT, TECHNOLOGY WO	
Serial Number:	88103619	WHEN PEOPLE CONNECT, TECHNOLOGY WORKS.	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	joe.phu@kirkland.com		
Correspondent Name:	Joe Phu		
Address Line 1:	300 North LaSalle		
Address Line 2:	KIRKLAND & ELLIS LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	53169-6		
NAME OF SUBMITTER:	Joe Phu		
SIGNATURE:	/Joe Phu/		
DATE SIGNED:	09/10/2022		
Total Attachments: 3			

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of September 9th, 2022 ("Effective Date"), by **MIDTOWN MADISON MANAGEMENT LLC**, a Delaware limited liability company (as successor agent to **ELM PARK CAPITAL MANAGEMENT, LLC**, a Delaware limited liability company), in its capacity as agent for the Lender Group, as such term is defined in the below defined Credit Agreement (together with its successors and assigns in such capacity, "Grantee"), in favor of **NEXUS SYSTEMS, LLC**, a Virginia limited liability company (the "Grantor").

WHEREAS, reference is made to that certain Credit Agreement, dated as of June 19, 2020, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, as borrower, the other parties signatory thereto, the lenders identified on the signature pages thereof, and Grantee;

WHEREAS, Grantor entered into that certain Guaranty and Security Agreement, dated as of June 19, 2020 (the "Guaranty and Security Agreement");

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor and Grantee entered into that certain Trademark Security Agreement, dated as of June 19, 2020 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Credit Agreement, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the "USPTO") on June 19, 2020 at Reel 6975, Frame 0178, in which Grantor granted to Grantee a continuing security interest in all of the Grantor's right, title and interest in and to the "Trademark Collateral" (as such term is defined in the Trademark Security Agreement, the "Trademark Collateral"); and

WHEREAS, Grantee now desires to release its security interest in the Trademark Collateral, including the trademarks listed on Schedule 1 hereto (collectively, the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Without representation or warranty of any kind or nature, Grantee hereby terminates, releases, and discharges the Trademark Security Agreement and its right, title and interest in and to (including the security interest and pledge in) the Trademark Collateral, including the Trademarks, granted pursuant thereto. Grantee hereby assigns to Grantor any and all of Grantee's right, title, and interest in and to the Trademark Collateral (including the Trademarks).

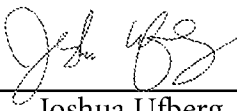
2. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor's expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby. Grantee hereby authorizes Grantor and any of their respective designees to file this Release with the United States Patent and Trademark Office.

3. This Release shall be subject to the provisions regarding choice of law and venue, jury trial waiver, and judicial reference set forth in Section 25 of the Guaranty and Security Agreement (as defined in the Trademark Security Agreement), and such provisions are incorporated herein by this reference, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

MIDTOWN MADISON MANAGEMENT LLC, a Delaware limited liability company (as successor agent to **ELM PARK CAPITAL MANAGEMENT, LLC**, a Delaware limited liability company), as Grantee

By: 
Name: Joshua Ufberg
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK TERMINATION AND RELEASE]

TRADEMARK
REEL: 007839 FRAME: 0869

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Nexus Systems, LLC	United States	Nexus when people connect, technology works	88/103,617	June 4, 2019
Nexus Systems, LLC	United States	When people connect, technology works	88/103,619	June 4, 2019

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses