TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM796054

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BBH CAPITAL PARTNERS OPPORTUNITIES FUND, L.P., AS AGENT		03/17/2023	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	CHIME SOLUTIONS, INC.
Street Address:	1000 Southlake Mall, Suite 201
City:	Morrow
State/Country:	GEORGIA
Postal Code:	30260
Entity Type:	Corporation: GEORGIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	6128415	CHIME SOLUTIONS
Registration Number:	6128416	CHIME SOLUTIONS
Registration Number:	6128417	CHIME

CORRESPONDENCE DATA

4048738501 Fax Number:

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: 404-873-8500

Email: trademarks@agg.com

Correspondent Name: Anuj Desai | Arnall Golden Gregory LLP

Address Line 1: 171 17th Street NW, Suite 2100

Address Line 4: Atlanta, GEORGIA 30363

ATTORNEY DOCKET NUMBER:	33851.46
NAME OF SUBMITTER:	Anuj Desai
SIGNATURE:	/Anuj Desai/
DATE SIGNED:	03/21/2023

Total Attachments: 3

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TRADEMARK REEL: 008009 FRAME: 0158 source=Termination and Release of Security Interest in Trademarks (BBH)#page2.tif source=Termination and Release of Security Interest in Trademarks (BBH)#page3.tif

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of March 17, 2023 (this "Release"), is made by BBH CAPITAL PARTNERS OPPORTUNITIES FUND, L.P., in its capacity as administrative agent (the "Agent") for the Purchasers, in favor of CHIME SOLUTIONS, INC., a Georgia corporation ("Grantor").

WHEREAS, pursuant to that certain Guaranty and Security Agreement dated as of October 29, 2020 (as such agreement may have been amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), executed by Grantor in favor of Agent, Grantor granted to Agent, for the benefit of the Purchasers, a continuing security interest in all of Grantor's right, title and interest in, to and under the trademarks and trademark applications set forth on Schedule 1 hereto (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Agent, for the benefit of the Purchasers, the Trademark Security Agreement dated as of October 29, 2020, and recorded at the United States Patent and Trademark Office (the "<u>USPTO</u>") on October 29, 2020 at Reel 007090 Frame 0121 (the "<u>Trademark Security Agreement</u>").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on behalf of the Purchasers, and Grantor 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, as applicable.

SECTION 2. <u>Termination and Release</u>. Agent, on behalf of the Purchasers, hereby:

- (a) terminates, cancels, forever discharges, and releases its continuing security interest in and continuing lien upon the Trademark Collateral set forth on <u>Schedule 1</u> hereto; and
 - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. <u>Further Assurances</u>. Agent, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other Governmental Authority have been made with respect to any of the Trademark Collateral, Agent will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

[Signature on following page]

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

AGENT:

BBH CAPITAL PARTNERS OPPORTUNITIES FUND, L.P., as Agent

By: BBH Private Capital Management Opportunities, LLC

By:

Name: Donald M. Hardie

Title: Co-Manager of the Managing Member

RECORDED: 03/21/2023

Schedule 1

Chime Solutions, Inc.	Chime Solutions, Inc.	Chime Solutions, Inc.	Owner
chime		CHIME SOLUTIONS	Trademark
United States	United States	United States	Jurisdiction
88658002	88657982	88657948	Application #
October 17, 2019	October 17, 2019	October 17, 2019	Application
6128417	6128416	6128415	Registration #
August 18, 2020	August 18, 2020	August 18, 2020	Registration
Class 35: Business process outsourcing services in the field of customer contact centers and customer care and support centers	Class 35: Business process outsourcing services in the field of customer contact centers and customer care and support centers	Class 35: Business process outsourcing services in the field of customer contact centers and customer care and support centers	Goods/Services

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