CH \$40.00 3685019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM809334

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Partial Release of Security Interest	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC, as collateral agent			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MATRIX I LLC	
Street Address:	3426 Toringdon Way, Suite 100	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28277	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3685019	MICROPEP

CORRESPONDENCE DATA

Fax Number: 2125305219

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: 212-530-5878

Email: dcip@milbank.com, jgarces@milbank.com

Correspondent Name: John Garces, Esq.
Address Line 1: 55 Hudson Yards
Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	32643.00017	
NAME OF SUBMITTER:	John Garces, Esq.	
SIGNATURE:	/John Garces/	
DATE SIGNED:	05/10/2023	

Total Attachments: 4

source=Navigate - Partial Release of Security Interest in Trademarks (Matrix I LLC) [Executed]#page1.tif source=Navigate - Partial Release of Security Interest in Trademarks (Matrix I LLC) [Executed]#page2.tif source=Navigate - Partial Release of Security Interest in Trademarks (Matrix I LLC) [Executed]#page3.tif

source=Navigate - Partial Release of Security Interest in Trademarks (Matrix I LLC) [Executed]#page4.tif

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Partial Release"), dated as of May 9, 2023 (the "Effective Date"), is made by JEFFERIES FINANCE LLC, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), in favor of MATRIX I LLC (the "Released Grantor"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Trademark Security Agreement (as defined below) (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to (i) that certain Credit Agreement, dated as of October 6, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among ASP NAVIGATE ACQUISITIONCORP., a Delaware corporation, ASP NAVIGATE INTERMEDIATE HOLDINGS, INC., a Delaware corporation, certain other Subsidiaries (as defined therein) from time to time party thereto and the Administrative Agent (as defined therein) and (ii) that certain Security Agreement, dated as of October 6, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Released Grantor, the other Grantors from time to time party thereto and the Collateral Agent, the Released Grantor executed and delivered a Trademark Security Agreement, dated as of October 6, 2020 (the "Trademark Security Agreement"), which was recorded in the United States Patent and Trademark Office ("USPTO") on October 6, 2020 at Reel/Frame 7071/0833;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Released Grantor, together with the other Grantor party to the Trademark Security Agreement, granted to the Collateral Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its rights, title and interests in, to and under the Trademark Collateral;

WHEREAS, the Trademark Collateral included (i) the Trademark registration identified on Schedule A hereto and (ii) all Proceeds and revenue from such Trademark registration (collectively, the "Released Trademark Collateral");

WHEREAS, the Released Grantor has requested that the Collateral Agent terminate and release all security interests, pledges, assignments and liens of record granted to it in the Released Trademark Collateral under the Trademark Security Agreement;

WHEREAS, notwithstanding the Collateral Agent's termination and release as to the Released Trademark Collateral described herein, the Trademark Security Agreement remains in full force and effect and the Collateral Agent maintains all other security interests, pledges, assignments and liens of record granted to it under the Trademark Security Agreement. This Partial Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement (such collateral other than the Released Trademark Collateral, the "Other Collateral"). The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent with respect to the Other Collateral, and the Collateral Agent's security interest, liens, rights, titles and interests in such Other Collateral shall not, and shall not be deemed to be impaired, interrupted or otherwise modified in any respect by this Partial Release;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby releases, terminates, relinquishes and forever discharges, with respect to the Released Grantor, all of its lien on and security interest in and to all of the Released Grantor's right, title, and interest in, to and under

the Released Trademark Collateral and retransfers, re-conveys and reassigns to the Released Grantor and without representation or warranty of any kind, express or implied, free and clear of any claims by the Collateral Agent, all right, title or interest of the Collateral Agent in, to or under the Released Trademark Collateral.

The Collateral Agent hereby authorizes the Released Grantor, or the Released Grantor's authorized representatives to record this Partial Release with the USPTO and/or any other applicable governmental office or agency. Upon the reasonable request of the Released Grantor, and at Released Grantor's sole cost and expense, the Collateral Agent agrees to execute and deliver to the Released Grantor all other instruments and other documents as may be necessary or proper to release the lien on and security interest in the Released Trademark Collateral which had been granted under the Trademark Security Agreement.

This Partial Release has been executed, delivered and accepted in, and shall be deemed to have been made in, New York and shall be governed by and construed and enforced in accordance with the Laws of the State of New York. The provisions of Section 12.03 of the Credit Agreement are incorporated herein, *mutatis mutandis*.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Partial Release to be executed and delivered by its duly authorized officer as of the Effective Date.

JEFFERIES FINANCE LLC, as Collateral Agent

Peter Cucchiara

By:

Name: Peter Cucchiara

Title: Senior Vice President

SCHEDULE A

REGISTERED	REGISTRATION	REGISTRATION	TRADEMARK
OWNER	DATE	NUMBER	
MATRIX I LLC	9/22/2009	3685019	microPEP

RECORDED: 05/10/2023