

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM863842

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	release of security interest recorded at 7766/0171		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CITIBANK, N.A.		12/22/2023	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TOPTAL, LLC		
<b>Street Address:</b>	2810 N. Church Street #36879		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19802-4447		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6025893	THE WORLD'S TOP TALENT, ON DEMAND	
<b>Registration Number:</b>	5777759	HIRE THE TOP 3% OF FREELANCE TALENT	
<b>Registration Number:</b>	5598433	TT DEVELOPERS	
<b>Registration Number:</b>	5598432	TT FINANCE	
<b>Registration Number:</b>	5598431	TT DESIGNERS	
<b>Registration Number:</b>	5354352	TT TOPTAL	
<b>Registration Number:</b>	5345876	TT	
<b>Registration Number:</b>	4944844	TOPTAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	dtran@jonesday.com		
<b>Correspondent Name:</b>	Megan McKnelly		
<b>Address Line 1:</b>	51 Louisiana Ave NW		
<b>Address Line 4:</b>	Washington, D.C. 20001		
<b>ATTORNEY DOCKET NUMBER:</b>	CAM 879047-000015		
<b>NAME OF SUBMITTER:</b>	Megan McKnelly		

CH \$215.00 6025893

<b>SIGNATURE:</b>	/Megan McKnelly/
<b>DATE SIGNED:</b>	12/26/2023
<b>Total Attachments: 4</b> source=Citi-Toptal - Trademark Release - EXECUTED(1538905174.1)#page1.tif source=Citi-Toptal - Trademark Release - EXECUTED(1538905174.1)#page2.tif source=Citi-Toptal - Trademark Release - EXECUTED(1538905174.1)#page3.tif source=Citi-Toptal - Trademark Release - EXECUTED(1538905174.1)#page4.tif	

**NOTICE OF RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

December 22, 2023

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of the date first set forth above (the “Effective Date”), is made by CITIBANK, N.A. (“Administrative Agent”) in favor of TOPTAL, LLC (“Grantor”).

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of June 21, 2022, by and among Administrative Agent, Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), the Grantor executed and delivered that certain Notice of Grant of Security Interest in Trademarks dated as of June 21, 2022, and recorded in the United States Patent and Trademark Office on June 29, 2022 at Reel/Frame No. 7766/0171 (the “Trademark Security Agreement”), pursuant to which Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, pledged, collaterally assigned and collaterally transferred to Administrative Agent for the benefit of the Secured Parties, and granted to Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, Administrative Agent wishes to provide a document suitable for recording, in the United States Patent and Trademark Office, confirming the termination, cancellation, relinquishment, release and discharge of its liens on and security interest in, to and under the Trademark Collateral, including the Trademarks listed on Schedule A hereto, and the re-assignment of any and all rights in same to Grantor.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Administrative Agent hereby agrees as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement or the Trademark Security Agreement, as applicable.

2. Release of Security Interest. Without any representation and warranty and without any recourse to Administrative Agent, Administrative Agent hereby terminates, cancels, relinquishes, releases and discharges the Trademark Security Agreement and all of its liens on and security interests in, to and under the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule A hereto, and all goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral, and any right, title or interest of Administrative Agent in the Trademark Collateral shall hereby cease and become void. If and to the extent that Administrative Agent has acquired any right, title or interest in, to or under the Trademark Collateral, Administrative Agent, hereby re-transfers, re-conveys and re-assigns such right, title or interest to Grantor. Administrative Agent 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 release contemplated hereby at Grantor's sole expense.

3. Recordation. Administrative Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office or any other applicable governmental authority record this Release at Grantor's sole expense.

4. Governing Law. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

5. Signatures. This Release may be executed in any number of counterparts, and telecopied signatures (or signatures delivered via electronic mail or "pdf") shall be enforceable as originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Release to be duly executed as of date first written above.

CITIBANK, N.A., as Administrative Agent

By: \_






A handwritten signature in black ink, appearing to read 'J Wronski', written over a horizontal line.

Name: Jonathan Wronski

Title: Director

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

Country	Trademark	Registration Date	Registration Number	Grantor
United States	THE WORLD'S TOP TALENT, ON DEMAND	03/31/2020	6025893	Toptal, LLC
United States	HIRE THE TOP 3% OF FREELANCE TALENT	06/11/2019	5777759	Toptal, LLC
United States	 developers	11/06/2018	5598433	Toptal, LLC
United States	 finance	11/06/2018	5598432	Toptal, LLC
United States	 designers	11/06/2018	5598431	Toptal, LLC
United States	 toptal	12/12/2017	5354352	Toptal, LLC
United States		11/28/2017	5345876	Toptal, LLC
United States	TOPTAL	04/26/2016	4944844	Toptal, LLC