

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI138093

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adams Street Credit Advisors LP		03/27/2024	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Contract Land Staff, LLC		
Street Address:	2245 Texas Dr.		
Internal Address:	Ste. 200		
City:	Sugar Land		
State/Country:	TEXAS		
Postal Code:	77479		
Entity Type:	Limited Liability Company: DELAWARE		
Company Name:	Tierra Right of Way Services, Ltd.		
Street Address:	1575 E. River Rd.		
Internal Address:	Ste. 201		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85718		
Entity Type:	Limited Corporation: ARIZONA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3855125	VIRTUAL RIGHT OF WAY DEPARTMENT	
Registration Number:	3789364	CLSLINK	
Registration Number:	3789365	VROW	
Registration Number:	3948373	CLSLINK GIS	
Registration Number:	3888261	VIRTUAL RIGHT OF WAY	
Registration Number:	3918632	CONTRACT LAND STAFF	
Registration Number:	3909946	CLS	
Registration Number:	4061237	CLS COMPASS	
Registration Number:	4119762	VIRTUAL RIGHT OF WAY	
Registration Number:	5370445	ROW/PLMP	
Registration Number:	2689768	TIERRA RIGHT OF WAY SERVICES, LTD.	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	3418900	LANDSOFT
CORRESPONDENCE DATA		
Fax Number:	3128622200	
<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>		
Phone:	3128622272	
Email:	carrie.rosenberg@kirkland.com	
Correspondent Name:	Carrie Rosenburg	
Address Line 1:	Kirkland and Ellis	
Address Line 2:	300 N LaSalle	
Address Line 4:	Chicago, ILLINOIS 60654	
ATTORNEY DOCKET NUMBER:	35406-295	
NAME OF SUBMITTER:	Carrie Rosenburg	
SIGNATURE:	Carrie Rosenburg	
DATE SIGNED:	04/02/2024	
Total Attachments: 5		
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of March 27, 2024 (“Effective Date”), by **ADAMS STREET CREDIT ADVISORS LP**, as Administrative Agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”), in favor of **CONTRACT LAND STAFF, LLC**, a Delaware limited liability company, and **TIERRA RIGHT OF WAY SERVICES, LTD.**, an Arizona corporation (each, a “Grantor”).

WHEREAS, reference is made to that certain Credit Agreement, dated as of July 2, 2021, among CLS MANAGEMENT SERVICES, INC., a Delaware corporation (“CLS Management”) and together with any co-Borrower added to the Credit Agreement (as defined below) pursuant to Section 6.13(d) thereto, the “Borrowers” and each individually, a “Borrower”), CLS HOLDINGS II CORP., a Delaware corporation (“Holdings”), each Lender from time to time party thereto (each, an “Lender” and collectively, the “Lenders”) and Administrative Agent (as amended by that certain First Amendment to Credit Agreement, dated as of June 7, 2023, and as further amended, restated, supplemented or otherwise modified from time to time, prior to the date hereof, the “Credit Agreement”), the Lenders, the Swing Line Lender and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of July 2, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time) in favor of the Administrative Agent, to pledge its assets as security for the guaranty of the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of July 2, 2021, by and among each Grantor and Administrative Agent, which was recorded with the United States Patent and Trademark Office on August 2, 2021, at Reel 007373, Frame 0863, (as amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), each Grantor granted to Administrative Agent a security interest in all of each Grantor’s right, title, and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement); and

WHEREAS, Administrative Agent now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on **Schedule 1** hereto.

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

1. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement.
2. Without representation or warranty of any kind or nature, Administrative Agent hereby (i) terminates the Trademark Security Agreement and (ii) terminates, releases, and discharges its Lien on and security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to each Grantor all right, title, and interest of Administrative Agent in the Trademark Collateral pursuant to the Trademark Security Agreement.

3. Administrative Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts, in each case at each Grantor's expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

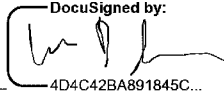
[Signature page follows]

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

ADAMS STREET CREDIT ADVISORS LP,
as Administrative Agent

By: Adams Street Credit Advisors GP LLC, its
general partner

By: Adams Street Partners, LLC, its member

By: _____

Name: William B. Sacher
Title: Partner

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

<i>Trademark</i>	<i>Filed</i>	<i>Serial No.</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Jurisdiction</i>	<i>Grantor</i>
VIRTUAL RIGHT OF WAY DEPARTMENT	3/23/2009	77697224	3855125	9/28/2010	United States	Contract Land Staff, LLC
CLSLINK	3/23/2009	77697229	3789364	5/18/2010	United States	Contract Land Staff, LLC
VROW	3/23/2009	77697234	3789365	5/18/2010	United States	Contract Land Staff, LLC
CLSLINK GIS	4/29/2009	77724957	3948373	4/19/2011	United States	Contract Land Staff, LLC
VIRTUAL RIGHT OF WAY	12/14/2009	77893287	3888261	12/7/2010	United States	Contract Land Staff, LLC
CONTRACT LAND STAFF	12/14/2009	77893285	3918632	2/15/2011	United States	Contract Land Staff, LLC
CLS	12/14/2009	77893284	3909946	1/25/2011	United States	Contract Land Staff, LLC
CLS COMPASS	9/7/2010	85123771	4061237	11/22/2011	United States	Contract Land Staff, LLC
VIRTUAL RIGHT OF WAY	11/8/2010	85171569	4119762	3/27/2012	United States	Contract Land Staff, LLC
ROW/PLMP	5/1/2015	86616725	5370445	1/2/2018	United States	Contract Land Staff, LLC
TIERRA RIGHT OF	7/6/2000	76082620	2689768	2/25/2003	United	Tierra

WAY SERVICES, LTD.					States	Right of Way Services, Ltd.
LANDSOFT	3/2/2006	76656083	3418900	4/29/2008	United States	Tierra Right of Way Services, Ltd.