

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI159885

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMPUTERSHARE TRUST COMPANY, N.A.		08/14/2023	National Banking Association: DELAWARE
RECEIVING PARTY DATA			
Company Name:	GROWMAIL, LLC		
Street Address:	15955 LA CANTERA PARKWAY		
City:	SAN ANTONIO		
State/Country:	TEXAS		
Postal Code:	78256		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97769349	GROWMAIL	
Serial Number:	97769584	GROWMAIL	
Registration Number:	5716790	CARDIGENT	
Registration Number:	6219417	ONE BRAND	
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>			
Phone:	3128622200		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	47315-1		
NAME OF SUBMITTER:	Noreen Gosselin		
SIGNATURE:	Noreen Gosselin		
DATE SIGNED:	04/11/2024		
Total Attachments: 4			

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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”) dated as of August 14, 2023, from Computershare Trust Company, N.A, solely as collateral trustee under the Amended and Restated Collateral Trust Agreement dated August 31, 2021 (the “Collateral Trust Agreement”) for the Collateral Trust Parity Lien Secured Parties (the “Collateral Trustee”), in favor of Growmail, LLC (“Growmail”).

WITNESSETH:

WHEREAS, Vericast Corp., a Delaware corporation (the “Company”) and the Subsidiary Co-Borrowers party thereto have entered into that certain Credit Agreement, dated as of June 15, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with Alter Domus (US) LLC as administrative agent and the lenders party thereto (the “Lenders”);

WHEREAS, as a condition precedent the Grantors executed and delivered that certain Collateral Trust Parity Lien Security Agreement, dated as of June 15, 2023 in favor of the Collateral Trustee (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the “Security Agreement”). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement, Security Agreement, or Intellectual Property Security Agreement (defined below), as applicable;

WHEREAS, in furtherance of the Credit Agreement and Security Agreement, the Collateral Trustee and the Grantors executed the First Lien Intellectual Property Security Agreement, dated as of June 15, 2023 (as may have been amended, restated, supplemented, replaced, or otherwise modified from time to time, the “Intellectual Property Security Agreement”) which was duly recorded in the Trademark Assignment Division of the United States Patent and Trademark Office (the “USPTO”) on June 20, 2023 at Reel 8117, Frame 0324; and

WHEREAS, the Collateral Trustee now wishes to release its liens on, and security interests in, the Intellectual Property Collateral set forth on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Trustee hereby states as follows:

1. Release of Security Interest in Specified Collateral. The Collateral Trustee, on behalf of itself and the Collateral Trust Parity Lien Secured Parties, hereby terminates, irrevocably releases and fully discharges all of its security interest and lien in, to and under (i) the Intellectual Property Collateral listed on Schedule A attached hereto (ii) all renewals thereof and the right to obtain all renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements or dilutions of any of the foregoing or for any injury to goodwill, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages and proceeds of suit now and hereafter due and/or payable with respect thereto including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements or dilutions thereof, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above.

2. Recordation. Growmail or its authorized agent is authorized to record this Agreement with the USPTO.

3. Execution in Counterparts. This Release shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code/UCC (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Release may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

4. Each of the parties hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Release through electronic means and there are no restrictions for doing so in that party's constitutive documents.

5. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflicts of law provisions. Section 7.19 (Waiver of Jury Trial) of the Collateral Trust Agreement is incorporated herein in its entirety, *mutatis mutandis*.

6. Conflict Provision. This Release has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. Growmail hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interest in the Intellectual Property Collateral are more fully set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Release are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement, as applicable, shall govern.

7. Further Assurances. This Release is made by the Collateral Trustee without representation, covenant, or warranty, express or implied, at law or in equity, and without recourse to the Collateral Trustee, in any event or in any contingency. Nothing herein shall be construed as a duty or obligation of the Collateral Trustee to prepare or to record or file any instrument of termination, discharge, satisfaction or release in any jurisdiction. In doing so the Collateral Trustee shall be entitled to the benefit of every provision of the Collateral Trust Agreement and the Security Agreement relating to the conduct or affecting the liability of or affording protection to the Collateral Trustee, including its right to be compensated, reimbursed and indemnified, whether or not elsewhere herein so provided. The Collateral Trustee shall take all further actions, and provide to Growmail and their successors, assigns or other legal representatives, such cooperation and assistance (including the execution and delivery of any documents or other instruments), reasonably requested by Growmail, and at Growmail's cost and expense, to more fully and effectively effectuate the release of liens and security interests contemplated hereby.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

COMPUTERSHARE TRUST COMPANY, N.A, as Collateral Trustee

By: 
Name: _____
Title: **Jill Melhus**
Assistant Vice President

[Signature Page to Trademark Release]

TRADEMARK
REEL: 008396 FRAME: 0415

SCHEDULE A

TRADEMARKS

Current Owner of Record	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Growmail, LLC	Cardigent	87/668,547	Nov 1 2017	5,716,790	Apr 2 2019
Growmail, LLC	GrowMail	97/769,349	Jan 26 2023	--	--
Growmail, LLC	GrowMail	97/769,584	Jan 26 2023	--	--
Growmail, LLC	One Brand	88/493,666	June 28 2019	6,219,417	Dec 15 2020