# OP \$190.00.00 880350

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI210681

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ORIX Growth Capital, LLC		10/13/2022	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Company Name:	Acqueon Technologies Inc.
Street Address:	17304 Preston Road
Internal Address:	Suite 800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75252
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	88035011	ACQUEON
Serial Number:	88035073	
Serial Number:	85894428	LCM
Serial Number:	85881413	RAP CTI
Serial Number:	86495076	AIQ
Serial Number:	86006616	I ASSIST
Serial Number:	86491309	U-NEXSYS

### CORRESPONDENCE DATA

**Fax Number:** 9086547866

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:** 9085186365

**Email:** trademarkadmin@lernerdavid.com,trademark@lernerdavid.com

Correspondent Name: Mark Peroff

Address Line 1: 20 Commerce Drive Address Line 2: 20 Commerce Drive

Address Line 4: Cranford, NEW JERSEY 07016

ATTORNEY DOCKET NUMBER: ACQUE.1

TRADEMARK
REEL: 008420 FRAME: 0382

900852700

NAME OF SUBMITTER:	JILL IPPOLITO
SIGNATURE:	JILL IPPOLITO
DATE SIGNED:	05/03/2024

### **Total Attachments: 6**

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### TERMINATION AND RELEASE OF SECURITY INTEREST IN

### **INTELLECTUAL PROPERTY**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "<u>Termination and Release</u>"), dated as of October 13, 2022 by ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("<u>Lender</u>").

### WITNESSETH:

WHEREAS, the Lender and ACQUEON TECHNOLOGIES INC., a Delaware corporation (the "<u>Grantor</u>"), are parties to that certain Loan and Security Agreement, dated February 11, 2022 ("<u>Loan and Security Agreement</u>") and that certain Intellectual Property Security Agreement, dated as of February 11, 2022 (the "<u>Security Agreement</u>"), pursuant to which the Grantor granted to the Lender a security interest in all of the right, title and interest of the Grantor in and to Grantor's Intellectual Property, including the copyrights set forth on <u>Schedule 1</u>, trademarks set forth on <u>Schedule 2</u> ("<u>Released Trademarks</u>") and the patents set forth on <u>Schedule 3</u> ("<u>Released Patents</u>") hereto (collectively, the "<u>Released Intellectual Property</u>");

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on February 14, 2022, at (i) Reel/Frame 7632/0431 with respect to the Released Trademarks, and (ii) Reel/Frame 058996/0723 with respect to the Released Patents; and

WHEREAS, Grantor has requested that the Lender release and terminate, and the Lender has agreed to release and terminate, the entirety of its lien on and security interest in, and any other right, title, and interest, including any and all goodwill accrued and associated with each Released Trademark, it may have in, to and under the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Lender hereby agrees as follows:

- 1. <u>Definitions</u>. Capitalized terms not defined herein have the meanings set forth in the Loan and Security Agreement or Security Agreement, as applicable.
- 2. Release of Security Interest in Patent Collateral. The Lender, without representation or warranty of any kind, does hereby terminate, release, cancel and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Loan and Security Agreement and under the Security Agreement, and any right, title or interest of the Lender in Released Intellectual Property shall hereby terminate, cease and become void. If and to the extent that the Lender has acquired any right, title or interest in and to any Released Intellectual Property, including any goodwill of the business connected with the use of and symbolized by each of the Released Trademarks, the Lender hereby assigns, transfers and conveys any and all right, title or interest of the Lender in the Released Intellectual Property to the Grantor.
- 3. <u>Recordation</u>. The Lender authorizes the Grantor and its designees to record this Termination and Release with the United States Patent and Trademark Office or any other

applicable governmental authority at the Grantor's sole expense. The Lender 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 of the security interest contemplated hereby, as may be reasonably requested by the Grantor and at the sole cost and expense of the Grantor.

- 4. <u>Governing Law</u>. This Termination and Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Delaware.
- 5. <u>Counterparts</u>. This Termination and Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release as of the date first above written.

## ORIX GROWTH CAPITAL, LLC

By:\_\_\_\_\_\_\_Name: Mark Campbell

Title: Authorized Representative

# **Schedule 1**

Copyrights

None

SCHEDULE 1

# Schedule 2 Released Trademarks

Mark	Application Serial Number	Application Date
AQUEON (standard word)	88035011	7/23/2019
Icon Logo (design only)	88035073	7/23/2019
LCM	85894428	5/27/2014
RAP CTI	85881413	6/3/2014
AIQ	86495076	8/18/2015
I ASSIST	86006616	11/17/2015
U-NEXSYS	86491309	11/29/2016

SCHEDULE 2

# Schedule 3 Released Patents

Description	Patent Application Number	Issue or Application Date
Pull Architecture for a Contact Center	10/691,118	6/12/2007 (issue date)
A system and method for unified autodial campaign management	17/348,545	15/6/2021 (filing date)
A system and method for unified autodial campaign management	17/571,526	9/1/2022 (filing date)
System and method for predicting customer propensities and optimizing related tasks thereof via machine learning	17/385,965	27/7/2021 (filing date)

SCHEDULE 3

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**RECORDED: 05/03/2024**