

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT8258921

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS (SECOND LIEN)
CONVEYING PARTY DATA	
Name	Execution Date
KKR LOAN ADMINISTRATION SERVICES LLC	10/25/2023
RECEIVING PARTY DATA	
Name:	EPICOR SOFTWARE CORPORATION
Street Address:	807 LAS CIMAS PARKWAY, SUITE 400
Internal Address:	SUITE 400
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78746
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16881994
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NAME OF SUBMITTER:	COURTNEY WELSHIMER
SIGNATURE:	/CW/
DATE SIGNED:	11/03/2023
Total Attachments: 4	
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TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS
(SECOND LIEN)

This TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS (SECOND LIEN) (this “Termination and Release”), dated as of October 25, 2023, is made by KKR LOAN ADMINISTRATION SERVICES LLC (“KLAS”), as Collateral Agent (in such capacity, the “Collateral Agent”) for the Secured Parties, in favor of EPICOR SOFTWARE CORPORATION, a Delaware corporation (the “Grantor”).

W I T N E S S E T H:

WHEREAS, reference is made to (a) the Second Lien Credit Agreement dated as of July 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) between and among the Grantor, as Borrower, Epicor, Inc., a Delaware corporation (“Holdings”), KLAS, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto, (b) the Second Lien Security Agreement dated as of July 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) between and among the Grantor, the Collateral Agent and the other grantors party thereto, (c) the Second Lien Intellectual Property Security Agreement dated as of July 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) between the grantors from time to time party thereto and the Collateral Agent, and (d) that certain Second Lien Intellectual Property Security Agreement Supplement (Patents) / Patents Supplement No. 1 dated as of February 12, 2021 (the “IP Supplement”) between the Grantor and the Collateral Agent;

WHEREAS, pursuant to the IP Supplement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in and to the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto (the “Collateral”);

WHEREAS, the IP Supplement was recorded with the United States Patent and Trademark Office on March 1, 2021 at Reel 055452, Frame 0345; and

WHEREAS, the Grantor has requested and the Collateral Agent has agreed to provide this Termination and Release in order to terminate and release its Security Interest in the Collateral arising under the IP Supplement.

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

SECTION 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, the Security Agreement or the IP Supplement, as applicable.

SECTION 2. Release of Security Interest. The Collateral Agent, without recourse, representation or warranty of any kind, hereby terminates, releases, discharges, and cancels its Security Interest in the Collateral arising under the IP Supplement and any right, title or interest of the Collateral Agent in the Collateral arising under the IP Supplement shall hereby cease and become void.

SECTION 3. Termination. The Collateral Agent, without recourse representation or warranty of any kind, hereby terminates and cancels the IP Supplement.

SECTION 4. Recordation. The Collateral Agent hereby authorizes and requests that the Commissioner for Patents of the United States Patent and Trademark Office record this Termination and Release.

SECTION 5. Further Assurances. The Collateral Agent agrees, at Grantor's expense, to execute and deliver to Grantor such further releases, discharges of security interests and other documents as may be reasonably requested and necessary to release, as of record, the Collateral Agent's Security Interest in, and any right, title or interest of the Collateral Agent in, the Collateral arising under the IP Supplement and to take such other steps as Grantor may reasonably request to reflect the release of the Security Interest contemplated hereby.

SECTION 6. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date written above.

KKR LOAN ADMINISTRATION SERVICES LLC,
as Collateral Agent

By: John Knox
Name: John Knox
Title: Chief Financial Officer

SCHEDULE A
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS
(SECOND LIEN)

United States Patents and Applications:

<u>Owner</u>	<u>Title</u>	<u>Patent No. or (Application) No./Date</u>
Epicor Software Corporation	Document Exchange Conversation Generator	16/881,994 05/22/2020