

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590280

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association, as collateral agent		07/31/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Epicor Software Corporation
Street Address:	800 Las Cimas Parkway
City:	Austin
State/Country:	TEXAS
Postal Code:	78746
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4945966	EPICOR
Registration Number:	4946233	EPICOR
Registration Number:	4881645	FALCON
Serial Number:	86957300	FFL COMPLIANCE MANAGER
Serial Number:	86668460	GROW BUSINESS
Serial Number:	86646221	GROW BUSINESS, NOT SOFTWARE
Serial Number:	86757541	GROW BUSINESS NOT SOFTWARE

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

CH \$190.00 4945966

ATTORNEY DOCKET NUMBER:	30045.98145
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	08/04/2020

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of July 31, 2020 (the "Effective Date"), is made by U.S. Bank National Association in its capacity as Collateral Agent (the "Agent"), in favor of the owner party identified on Schedule 1 hereto (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of June 1, 2015, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered an Intellectual Property Security Agreement Supplement, dated August 30, 2016 (the "Intellectual Property Security Agreement") for recording with the United States Patent and Trademark Office;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on the date and at Reel/Frame identified on Schedule 1 hereto;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Intellectual Property Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark collateral, including the trademark registrations and applications set forth on Schedule 1 attached hereto, arising under the Security Agreement and Intellectual Property Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark collateral under the Intellectual Property Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, reconveys and re-assigns such right, title or interest to the Grantor.


3. Termination. The Agent, without representation or warranty of any kind, hereby terminates and cancels the Intellectual Property Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

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

U.S. BANK NATIONAL ASSOCIATION,
acting in its capacity as Collateral Agent for the
Secured Parties

By: 
Name: Richard Prokosch
Title: Vice President

Schedule 1

Release of Trademark Security Agreement Supplement No. 1 recorded 08/31/16 at reel/frame 5870/0016

Registered Owner/Grantor	Trademark	Registration No. or Application No.
EPICOR SOFTWARE CORPORATION	EPICOR	4945966/86757570
EPICOR SOFTWARE CORPORATION	EPICOR (Stylized)	4946233/86764124
EPICOR SOFTWARE CORPORATION	FALCON	4881645/86674919
EPICOR SOFTWARE CORPORATION	FFL COMPLIANCE MANAGER	86957300
EPICOR SOFTWARE CORPORATION	GROW BUSINESS	86668460
EPICOR SOFTWARE CORPORATION	GROW BUSINESS, NOT SOFTWARE	86646221
EPICOR SOFTWARE CORPORATION	GROW BUSINESS, NOT SOFTWARE and Cloud Design	86757541