# CH \$165.00 363069

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM676571 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

| Name  | Formerly | Execution Date | Entity Type                                    |
|---|----------|----------------|--|
| U.S. Bank National<br>Association, as collateral<br>agent |          | 09/22/2021     | National Banking Association:<br>UNITED STATES |

### **RECEIVING PARTY DATA**

| Name:           | INSIGHT GLOBAL, LLC                 |
|-----------------|-------------------------------------|
| Street Address: | 1224 Hammond Drive, Suite 1500      |
| City:           | Atlanta                             |
| State/Country:  | GEORGIA                             |
| Postal Code:    | 30346                               |
| Entity Type:    | Limited Liability Company: DELAWARE |

### **PROPERTY NUMBERS Total: 6**

| Property Type        | Number   | Word Mark                                |
|----------------------|----------|--|
| Registration Number: | 3630697  | INSIGHT GLOBAL A STAFFING SERVICES COMPA |
| Registration Number: | 4849927  | INSIGHT GLOBAL DIRECT PLACEMENT STAFFING |
| Registration Number: | 4997327  | INSIGHTGLOBAL                            |
| Registration Number: | 5106525  | IG                                       |
| Registration Number: | 5698801  | ATLIS                                    |
| Serial Number:       | 87734365 | ATLIS.COM                                |

### CORRESPONDENCE DATA

**Fax Number:** 2125305219

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:** 2125305243

Email: dcip@milbank.com, ehyla@milbank.com

Correspondent Name: Eric Hyla, Esq.

Address Line 1: 55 Hudson Yards

Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

| ATTORNEY DOCKET NUMBER: | 39799.00002 |
|-------------------------|-------------|
| NAME OF SUBMITTER:      | Eric Hyla   |

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900645391

| SIGNATURE:   | /Eric Hyla/ |  |
|--|-------------|--|
| DATE SIGNED:   | 09/24/2021  |  |
| Total Attachments: 5   |             |  |
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### **Acknowledgement of Release of Security Interest in Intellectual Property**

This Release of Security Interest in Intellectual Property, dated as of **September 22, 2021** (the "Release"), is made by **U.S. BANK NATIONAL ASSOCIATION**, as collateral agent (in such capacity, the "Agent") in favor of **INSIGHT GLOBAL**, **LLC**, a **Delaware limited liability company** (the "Grantor" or "Company").

WHEREAS, by (i) that certain Collateral Agreement, dated as of **April 30, 2019** in favor of Agent (as amended, restated, or modified from time to time, the "Collateral Agreement") and (ii) that certain related Intellectual Property Security Agreement, dated as of **April 30, 2019** in favor of Agent (as amended, restated, or modified from time to time, the "IP Security Agreement"; capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Collateral Agreement or IP Security Agreement, as applicable), which IP Security Agreement was recorded with the United States Patent and Trademark Office on **May 1, 2019** at Reel **6633** Frame **0485**, the Grantor granted to Agent, for the benefit of the Secured Parties, a lien on and security interest in all of the Grantor's right, title and interest in, to and under the Collateral (as defined in the IP Security Agreement), including but not limited to:

- (a) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in <u>Schedule 1</u>, and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "<u>Trademarks</u>");
- (b) (i) all United States and foreign patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in <u>Schedule 1</u>, and all certificates of invention or similar property rights, (ii) all inventions and improvements described and claimed therein, and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the "<u>Patents</u>");
- (c) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship and other intellectual property rights therein, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in <u>Schedule 1</u>, and (ii) the rights to print, publish and distribute any of the foregoing ("<u>Copyrights</u>");
- (d) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, formulae, parts, diagrams, drawings, specifications, blue prints, lists of materials, and production manuals (collectively, the "Trade Secrets");
- (e) (i) all Trademark Licenses (as defined in the Collateral Agreement), Trade Secret Licenses (as defined in the Collateral Agreement), Patent Licenses (as defined in the Collateral Agreement),

and Copyright Licenses (as defined in the Collateral Agreement), in each case, to the extent such Grantor is not the granting party, including, without limitation, any of the foregoing identified in <u>Schedule 1</u>; and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Collateral Agreement) and misappropriations of any of the property described in (a) through (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) though (e) above;

WHEREAS, the Company has elected to redeem all of the outstanding Notes on October 11, 2021, and in accordance with the Indenture, the Company has (a) irrevocably deposited or caused to be deposited with the Trustee the sum of \$305,835,104.17, constituting funds in an amount sufficient to pay and discharge the entire indebtedness on the Notes not previously delivered to the Trustee for cancellation, for principal of, premium and interest on the Notes to the date of deposit, and hereby irrevocably instructs and directs the Trustee to apply such funds to the payment of the Notes at redemption; and (b) has paid all other sums payable under the Indenture.s

WHEREAS, upon the Discharge of Obligations the IP Security Agreement and the security interests granted thereby shall automatically terminate and be released and Grantor desires and has requested the Agent to acknowledge the release, discharge, terminate and cancellation of its lien on and security interest in the Collateral of the Grantor (as defined in the IP Security Agreement), including, without limitation, the Intellectual Property Collateral set forth on Schedule I hereto; NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent, on behalf of the Secured Parties, does hereby acknowledge the release, discharge, termination and cancellation of any and all of its right, title and interest in and to the Collateral of the Grantor (as defined in the IP Security Agreement) and assigns, transfers and conveys to Grantor any and all of its rights, title and interests in the Collateral. The Agent authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Acknowledgement of Release.

This Acknowledgement of Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]

**U.S. BANK NATIONAL ASSOCIATION**, AS COLLATERAL AGENT,

By:

Name: Brandon-Bonfig

Title: Assistant Vice President

# Schedule 1

| Copyrig | <u>ht Licenses</u> |
|---------|--------------------|
|---------|--------------------|

None.

**Copyrights** 

None.

**Patent Licenses** 

None.

**Patents** 

None.

**Trademark Licenses** 

None.

# **Trademarks**

| Registered<br>Owner | Trademark  | Registration No. /<br>Application No. | Renewal Date      |
|---------------------|--|---------------------------------------|-------------------|
| Insight Global, LLC | INSIGHT GLOBAL A STAFFING SERVICES COMPANY (design)  Insight Global A Stational Survives Company | 3630697                               | June 4, 2029      |
| Insight Global, LLC | INSIGHT GLOBAL DIRECT PLACEMENT STAFFING (design)  Insight Global                                | 4849927                               | November 10, 2021 |
| Insight Global, LLC | INSIGHT GLOBAL (design)  | 4997327                               | July 12, 2022     |

| Insight Global, LLC | IG (design) | 5106525  | December 20, 2022 |
|---------------------|-------------|----------|-------------------|
|                     |             |          |                   |
| Insight Global, LLC | ATLIS       | 5698801  | March 12, 2025    |
| Insight Global, LLC | ATLIS.COM   | 87734365 | N/A               |

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**RECORDED: 09/24/2021**