

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
East West Bank		04/07/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	F.W. DAVISON & COMPANY, INC.		
Doing Business As:	PRISMHR		
Street Address:	50 RESNIK ROAD, SUITE 200		
City:	Plymouth		
State/Country:	MASSACHUSETTS		
Postal Code:	02360		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4095752	HRPYRAMID	
CORRESPONDENCE DATA			
Fax Number:	6036255650		
<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:	603-628-1380		
Email:	catherine.yao@mclane.com		
Correspondent Name:	Catherine Yao		
Address Line 1:	P.O. Box 326		
Address Line 2:	900 Elm Street		
Address Line 4:	Manchester, NEW HAMPSHIRE 03105		
NAME OF SUBMITTER:	Catherine S. Yao		
SIGNATURE:	/Catherine S. Yao/		
DATE SIGNED:	04/12/2017		
Total Attachments: 8			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("Release") is made and effective as of April 7, 2017 and granted by EAST WEST BANK (the "Secured Party"), a California banking corporation, in favor of F.W. DAVISON & COMPANY, INC., a Delaware corporation (the "Grantor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of July 9, 2014 (the "Loan Agreement"), among the Grantor and the Secured Party, the Grantor executed and delivered to the Secured Party that certain Intellectual Property Security Agreement by and between the Grantor and the Secured Party dated as of July 9, 2014 (the "IP Security Agreement");

WHEREAS, pursuant to the IP Security Agreement, the Grantor pledged and granted to the Secured Party for the ratable benefit of the Secured Parties a security interest in and lien on all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 005384, Frame 0647 on October 17, 2014; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party and the Secured Parties may have in the IP Collateral pursuant to the IP Security Agreement.

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

1. Release of Security Interest. Secured Party, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests and liens that it has pursuant to the IP Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under Grantor's intellectual property, including, without limitation, the following (collectively, the "IP Collateral"):

(a) Any and all United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, Mask Works, computer programs and other rights subject to United States copyright protection listed in Exhibit A (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. Section 106 and any exclusive rights which may in the future arise by act of Congress or otherwise), and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "**Registered Copyrights**"), and any and all royalties, payments and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present and future infringements of the Registered Copyrights, and all computer programs and tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) Any and all copyrights, Mask Works, computer programs and other rights subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (collectively, the "**Unregistered Copyrights**"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present and future infringements of the Unregistered Copyrights, and all computer programs and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights are referred to herein as the "**Copyrights.**"

(c) Any and all license agreements with respect to, the Copyrights;

(d) Any and all accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with, or relating to the Copyrights;

(e) Any and all trade secrets;

(f) Any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(g) Any and all design rights available to Grantor now or hereafter existing, created, acquired or held;

(h) Any and all patents, patent applications and similar protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(i) Any and all trademark and service mark rights, whether registered or not, applications to register (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(j) Any and all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation, those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(k) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;

(l) Any and all licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works and all license fees and royalties arising from such use to the extent permitted by such licenses or rights;

(m) Any and all amendments, extensions and renewals of any of the Copyrights, Trademarks, Patents or Mask Works; and

(n) Any and all proceeds of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

(o) All rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(p) Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(q) Any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Secured Party agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the

execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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

EAST WEST BANK
as Secured Party

By: 
Name: Kenny Chan
Title: Assistant Vice President
Address for Notices:

EXHIBIT A

Copyright

Title/Description

**Registration/
Application No.**

**Registration/
Application Date**

EXHIBIT B

Patents

Title/Description

Registration/
Application No.

Registration/
Application Date

EXHIBIT C

Trademarks

Title	Mark Type	Country	Registration No.	Application No.
HYPYRAMID	Trademark	United States of America	4095752	85318269

EXHIBIT D

Mask Works

Description

Registration/
Application No.

Registration/
Application Date