

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429241

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (RECORDED 1/8/15 AT REEL/FRAE 5436/0597)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EAST WEST BANK		05/26/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FRANCONNECT, LLC		
<b>Street Address:</b>	11800 SUNRISE VALLEY DRIVE, SUITE 900		
<b>City:</b>	RESTON		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20191		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4410589	PERFORMANCEWISE	
<b>Registration Number:</b>	4285728	ZCUBATOR	
<b>Registration Number:</b>	3993431	FRANCONNECT	
<b>Registration Number:</b>	3731182	CAPTIVATE	
<b>Registration Number:</b>	3384683	ONE SYSTEM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>			
<b>Phone:</b>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, sandraday@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	036806.48		
<b>NAME OF SUBMITTER:</b>	John Slaughter		
<b>SIGNATURE:</b>	/john slaughter/		
<b>DATE SIGNED:</b>	05/30/2017		

OP \$140.00 4410589

**Total Attachments: 3**

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## **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 26, 2017 ("Release"), is made by EAST WEST BANK, a California banking corporation ("Lender"), in favor of FRANCONNECT, LLC, a Delaware limited liability company ("Grantor").

**WHEREAS**, pursuant to that certain Security Agreement dated as of November 13, 2014 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor, Lender, and others party thereto, and the Trademark Security Agreement dated as of November 13, 2014 ("Trademark Security Agreement") by and among the Grantor and Lender, Grantor granted to Lender a security interest in and to all of the present and future, right, title and interest of the Grantor in and to the trademark registrations and trademark applications listed in the Trademark Security Agreement, together with the goodwill of the business symbolized by the foregoing, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill thereof ("Collateral");

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on January 8, 2015 at Reel 5436 Frame 0597; and

**WHEREAS**, Grantor has paid all of its outstanding indebtedness to the Lender.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender and Grantor agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** Lender hereby:

- (a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement;
- (b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (c) represents and warrants that it has full authority to execute and deliver this Release; and
- (d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

**SECTION 3. Further Assurances.** Lender hereby agrees to duly execute, acknowledge, procure and deliver to Grantor at Grantor's expense any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Collateral, Lender will execute and deliver to Grantor at Grantor's expense a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

**IN WITNESS WHEREOF**, the Lender has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Lender:

EAST WEST BANK, a California banking corporation

By: 

Name: Christian Spurl

Title: First Vice President

**Schedule A**

**FranConnect, LLC  
(Delaware Limited Liability Company)**

**U.S. Trademarks Subject to Security Interest  
Granted by FranConnect, LLC  
In Favor of East West Bank  
Recorded January 8, 2015 at Reel 5436 Frame 0597**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
PERFORMANCEWISE	4410589	10/01/13
ZCUBATOR	4285728	02/05/13
FRANCONNECT	3993431	07/12/11
CAPTIVATE	3731182	12/29/09
ONE SYSTEM	3384683	02/19/08