

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454917

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of 2nd Lien Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch		12/15/2017	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Exact Holding B.V.
Street Address:	Molengraaffsingel 33, 2629 JD
City:	Delft
State/Country:	NETHERLANDS
Entity Type:	Besloten Vennootschap (B.V.): NETHERLANDS
Name:	Exact Group B.V.
Street Address:	Molengraaffsingel 33, 2629 JD
City:	Delft
State/Country:	NETHERLANDS
Entity Type:	Besloten Vennootschap (B.V.): NETHERLANDS
Name:	Exact Software ERP-NA, LLC
Street Address:	8800 Lyra Drive
Internal Address:	Ste. 220
City:	Columbus
State/Country:	OHIO
Postal Code:	43240
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2822248	EXACT
Registration Number:	2247662	MAX
Registration Number:	3849232	EXACT SYNERGY
Registration Number:	3849233	EXACT SYNERGY ENTERPRISE

CORRESPONDENCE DATA

Fax Number: 2024083141

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2024083141
Email: jean.paterson@cscglobal.com
Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	960739-10
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	12/18/2017

Total Attachments: 4

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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”), dated as of December 15, 2017 (the “Effective Date”), is made by Deutsche Bank AG New York Branch, in its capacity as Collateral Agent (the “Agent”), in favor of the grantor parties identified on the signature pages hereto (the “Grantors”).

WHEREAS, pursuant to that certain U.S. Second Lien Security Agreement, dated as of February 18, 2015, by and among the Agent, each Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “US Security Agreement”) and that certain Second Lien Intellectual Property Security Agreement, dated as of May 8, 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 “IP Security Agreement”), each Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain Collateral;

WHEREAS, pursuant to the US Security Agreement and the IP Security Agreement, each Grantor executed and delivered a Second Lien Trademark Security Agreement, dated as of May 8, 2015 (the “Trademark Security Agreement”, and together with the US Security Agreement and the IP Security Agreement, the “Security Agreements”), for recordal with the United States Patent and Trademark Office;

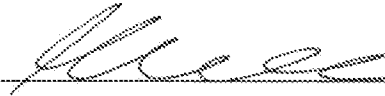
WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 11, 2015 at Reel/Frame 5513/0528;

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 Agreements, 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 registrations and applications set forth in Schedule 1 attached hereto (the “Released Trademark Collateral”), arising under the Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to each Grantor, as applicable.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to each 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 each Grantor, at each 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.

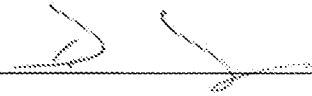
IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**DEUTSCHE BANK AG NEW YORK
BRANCH, acting in its capacity as Collateral
Agent for the Secured Parties**

By: 

Name: Anca Trifan
Managing Director

Title:

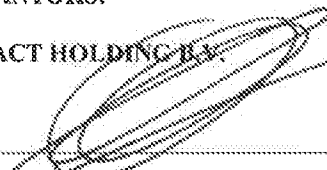
By: 

Name: Dana Lazarov
Director

Title:

GRANTORS:

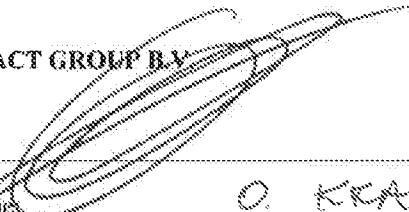
EXACT HOLDING B.V.

By: 

Name: O. KEAP

Title: CFO

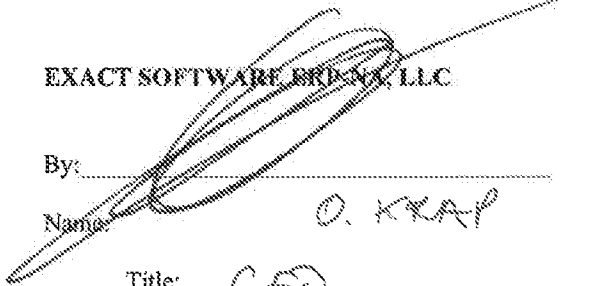
EXACT GROUP B.V.

By: 

Name: O. KEAP

Title: CFO

EXACT SOFTWARE BRD-NA, LLC

By: 

Name: O. KEAP

Title: CFO

[Signature Page to Release of Second Lien Security Interest in Trademarks]

Schedule 1

United States Trademark Registrations

OWNER	REGISTRATION NUMBER	TRADEMARK
EXACT HOLDING B.V. ¹	2822248	EXACT (BLOCK)
EXACT SOFTWARE ERP-NA, LLC	2247662	MAX (BLOCK)
EXACT GROUP B.V.	3849232	EXACT SYNERGY (BLOCK)
EXACT GROUP B.V.	3849233	EXACT SYNERGY ENTERPRISE (BLOCK)

¹ Trademark registration is beneficially owned by Exact Holdings B.V.; however, the record owner for same is Exact Holdings N.V.