

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500130

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS AT REEL/FRAME NO. 5330/0787

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEW MOUNTAIN FINANCE HOLDINGS L.L.C.		11/30/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	AGDATA, L.P.
Street Address:	6060 Piedmont Row Drive South
Internal Address:	Suite 300
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28210
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4136269	AGCELERATE
Registration Number:	2088657	AGDATA
Registration Number:	2487292	AGKNOWLEDGE
Registration Number:	4236829	CULTIVATING INSIGHT
Registration Number:	3610702	DATA DIMENSIONS
Registration Number:	4236934	
Registration Number:	4068556	
Registration Number:	4052098	DIRECTIONS RESEARCH
Registration Number:	3083571	ETRAFX
Registration Number:	4061378	YOUR SPACE IN THE MARKET PLACE

CORRESPONDENCE DATA

Fax Number: 7147558290

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.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

OP \$265.00 4136269

Address Line 4:	COSTA MESA, CALIFORNIA 92626
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/kja/
DATE SIGNED:	11/30/2018
Total Attachments: 3 source=Agdata - Release of Second Trademark Security Agreement EXECUTED#page1.tif source=Agdata - Release of Second Trademark Security Agreement EXECUTED#page2.tif source=Agdata - Release of Second Trademark Security Agreement EXECUTED#page3.tif	

**TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN
TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of the 30th day of November, 2018, by NEW MOUNTAIN FINANCE HOLDINGS L.L.C., a Delaware limited liability company, as Collateral Agent ("Collateral Agent"), in favor of AGDATA, L.P., a Delaware limited partnership ("Pledgor").

WHEREAS, pursuant to that certain Second Lien Trademark Security Agreement and Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") dated as of July 23, 2014 in favor of the Collateral Agent pursuant to which the Pledgor pledged, assigned and granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks set forth on Schedule A attached hereto;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office ("USPTO") on July 28, 2014 at Reel 005330 Frame 0787.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of the Secured Parties, and Pledgor agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) releases, discharges, terminates and relinquishes unto the Pledgor (i) the continuing security interests in such Pledgor's right, title and interest in, to and under the Trademarks, together with any goodwill connected with and symbolized by any such Trademarks, whether then owned or thereafter acquired or arising wherever located, and (ii) any and all causes of action for past, present, and future infringement or breach of the Trademarks, with the right to sue for and collect, or otherwise recover, damages for such infringement or breach;


(b) authorizes and requests that the USPTO note and record the existence of this Release and hereby agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to secure to Assignee the rights herein conveyed.

SECTION 3. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its choice of law provisions.

IN WITNESS HEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks.

COLLATERAL AGENT:

NEW MOUNTAIN FINANCE HOLDINGS L.L.C.



By:  _____

Name: James Stone

Title: Managing Director

Schedule A

Trademarks

OWNER	REGISTRATION NUMBER	TITLE
AGDATA, L.P.	4136269	AGCELERATE
AGDATA, L.P.	2088657	AGDATA
AGDATA, L.P.	2487292	AGKNOWLEDGE
AGDATA, L.P.	4236829	CULTIVATING INSIGHT
AGDATA, L.P.	3610702	DATA DIMENSIONS
AGDATA, L.P.	4236934	Design Only 
AGDATA, LP	4068556	Design  Only
AGDATA, L.P.	4052098	DIRECTIONS RESEARCH
AGDATA, L.P.	3083571	ETRAFX
AGDATA, L.P.	4061378	YOUR SPACE IN THE MARKET PLACE