# H \$40.00 869729

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM498734

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Texas Capital Bank, National Association		11/15/2018	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Pegasus Optimization Managers, LLC	
Street Address:	150 Venture Drive, Suite 101	
City:	College Station	
State/Country:	TEXAS	
Postal Code:	77845	
Entity Type:	Limited Liability Company: TEXAS	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	86972930	PEGASUS OPTIMIZATION MANAGERS LLC

## **CORRESPONDENCE DATA**

Fax Number:

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:** 7137581105

Email: iptldocket@velaw.com

Correspondent Name: W. Scott Brown

Address Line 1: 1001 Fannin Street, Suite 2500

Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER:	W. Scott Brown	
SIGNATURE:	/wsb/	
DATE SIGNED:	11/19/2018	

**Total Attachments: 3** 

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> TRADEMARK REEL: 006539 FRAME: 0500

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### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of November 15, 2018 ("Effective Date"), by **TEXAS CAPITAL BANK**, **NATIONAL ASSOCIATION** ("Grantee"), in its capacity as Grantee and the Administrative Agent for the Secured Parties, as such terms are defined in the below defined Credit Agreement, in favor of **PEGASUS OPTIMIZATION MANAGERS**, **LLC**, a Texas limited liability company ("Grantor").

WHEREAS, reference is made to: (a) that certain Credit Agreement dated as of November 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, the other Loan Parties, the Lenders and Grantee; and (b) that certain Pledge and Security Agreement, dated as of November 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, the other Loan Parties and Grantee;

WHEREAS, pursuant to the terms and conditions of that certain Confirmatory Grant of Security Interest In United States Trademarks, dated November 1, 2016, which was recorded with the United States Patent and Trademark Office on November 1, 2016 at Reel 5911, Frame 0882 (the "Trademark Security Agreement"; initially capitalized terms used but not defined herein shall have the meanings given to such terms in the Trademark Security Agreement), by and between Grantor and Grantee, Grantor granted to Grantee a security interest in all of the Grantor's right, title and interest in and to the Trademarks; and

**WHEREAS**, Grantee now desires to release its security interest in the Trademarks, including, without limitation, the Trademarks listed on **Schedule 1** hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

- 1. Without representation or warranty of any kind or nature, Grantee hereby terminates, releases, and discharges its security interest in the Trademarks granted pursuant to the Trademark Security Agreement, and reassigns to Grantor all right, title, and interest of Grantee in the Trademarks, including all goodwill associated with the Trademarks.
- 2. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor's expense, as may be reasonably necessary to effect the release of the security interest in the Trademarks contemplated hereby.

[Signature page follows]

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

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION,

as Grantee and Administrative Agent

By:

Name: C. Graham Sones Title: Senior Vice President

# SCHEDULE 1

to

# TERMINATION AND RELEASE OF SECURITY INTEREST IN THE TRADEMARKS

Name of Grantor	Trademark	Filing date	Application No.
Pegasus Optimization Managers, LLC	PEGASUS OPTIMIZATION MANAGERS LLC (Stylized/Design)	April 12, 2016	86972930

TRADEMARK REEL: 006539 FRAME: 0503

**RECORDED: 11/19/2018**