ETAS ID: TM513017

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION		03/01/2019	NATIONAL ASSOCIATION: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	INFINIUM SOFTWARE, INC.		
Street Address:	13560 Morris Road Suite 4100		
Internal Address:	Suite 4100		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	Corporation: MASSACHUSETTS		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2031558	INFINIUM
Registration Number:	2314388	INFINIUM

## **CORRESPONDENCE DATA**

Fax Number: 2124464900

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: susan.zablocki@kirkland.com

**Correspondent Name:** SUSAN ZABLOCKI Address Line 1: KIRKLAND & ELLIS LLP Address Line 2: **601 LEXINGTON AVENUE** Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 40106-67 NAME OF SUBMITTER: Susan Zablocki **SIGNATURE:** /susan zablocki/ **DATE SIGNED:** 03/06/2019

### **Total Attachments: 4**

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> **TRADEMARK REEL: 006589 FRAME: 0110**

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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of March 1, 2019 ("Effective Date") by and between Wilmington Trust, National Association, in its capacity as Notes Collateral Agent (the "Collateral Agent"), and Infinium Software, Inc., a Massachusetts corporation ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Collateral Agent dated August 25, 2015 (the "Trademark Security Agreement"), Grantor granted to Collateral Agent a continuing security interest in and to all of Grantor's right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, and all of the trade names and assumed names owned by Grantor (collectively, the "Trademarks"), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, in each case, together with the goodwill associated therewith;

WHEREAS, Grantor and Collateral Agent entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Security Agreement dated as of August 25, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and between Grantor, the other grantors party thereto, and Collateral Agent, solely in its capacity as Collateral Agent for the Secured Parties;

**WHEREAS,** the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on August 27, 2015, at Reel/Frame 5610/0335; and

**WHEREAS,** Grantor has paid all of its outstanding indebtedness to Collateral Agent.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all Liens it has against the Trademarks.

Collateral Agent represents and warrants that: (i) it has the full power and authority to execute this Release and (ii) it has not assigned, transferred, restricted or otherwise encumbered any Lien it has against the Trademarks.

Collateral Agent shall, at Grantor's expense, take all further actions, and provide to Grantor, 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 Grantor to more fully and effectively effectuate the purposes of this Release.

Collateral Agent is executing and delivering this Release solely in its capacity as Collateral Agent pursuant to the Security Agreement and not in its individual or corporate capacity. In acting hereunder, Collateral Agent shall have all of the rights, privileges, indemnities and immunities afforded to it as Collateral Agent under the Security Agreement, including

without limitation those set forth in Sections 17 and 32 thereof, as if such rights, privileges, indemnities and immunities were expressly set forth herein.

\* \* \* \* \*

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

# WILMINGTON TRUST, NATIONAL ASSOCIATION,

solely in its capacity as Collateral Agent

Name: Jane Y. Schweiger

Title: Vice President

[Signature Page to Patent Release - GT Nexus, Inc.]

## **SCHEDULE A**

# **U.S. TRADEMARK REGISTRATIONS**

Serial #: 74678922 Filing Dt: 05/22/1995 Reg #: 2031558 Reg. Dt: 01/21/1997

Mark: INFINIUM

Serial #: 75621621 Filing Dt: 01/15/1999 Reg #: 2314388 Reg. Dt: 02/01/2000

Mark: INFINIUM

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