# OP \$140.00 3614722

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM641421

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: Release (Reel 5176 / Frame 0280)

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		04/22/2021	Bank: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	SmartComp, L.L.C.
Street Address:	480 Johnson Raod
Internal Address:	Suite 200
City:	Washington
State/Country:	PENNSYLVANIA
Postal Code:	15301
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3614722	SMARTCOMP
Registration Number:	2753851	UNIVERSAL SMARTCOMP THE SMART WAY TO MAN
Registration Number:	4025011	GOLD STANDARD EXPECTATION
Registration Number:	4273551	GOLD STANDARD REVIEW
Registration Number:	4328656	GSA

# **CORRESPONDENCE DATA**

**Fax Number:** 8009144240

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:** 800-713-0755

**Email:** james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

**Address Line 1:** 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	04/22/2021

# **Total Attachments: 4**

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of April 22, 2021 (the "Effective Date"), is made by Bank of America, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent"), in favor of SMARTCOMP, L.L.C. (the "Grantor").

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of November 27, 2013, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of December 17, 2013 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement, dated as of December 17, 2013, was recorded with the United States Patent and Trademark Office on December 18, 2013 at Reel/Frame 5176/0280;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Collateral 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 Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby terminates, releases, re-transfers, reconveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Collateral Agent, without representation or warranty of any kind, terminates, releases, and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Collateral Agent agrees to take all further actions, and provide to the 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 the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. 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.
- 6. <u>Execution in Counterparts</u>. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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

BANK OF AMERICA, N.A., acting in its capacity as collateral agent for the Secured Parties

Name: Denise Jones

Title: Vice President

# SCHEDULE A

# Release of Trademark Security Agreement recorded December 18, 2013 at Reel/Frame 5176/0280

Registered Trademarks/Service Marks and Pending Applications:	Registration / Application Number	Registration / Application Date	Owner
SMARTCOMP	3,614,722	May 5, 2009	SmartComp, L.L.C.
SmartComp	2,753,851	August 19, 2003	SmartComp, L.L.C.
Gold Standard Expectation (Serial Number 85100384)	4,025,011	September 13, 2011	SmartComp, L.L.C.
Gold Standard Review (Serial Number 85100117)	4,273,551	January 8, 2013	SmartComp, L.L.C.
GSA (Serial Number 85100983)	4,328,656	April 30, 2013	SmartComp, L.L.C.

**RECORDED: 04/22/2021**