# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM643573

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks at Reel/Frame No. 6424/0496	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AB Private Credit Investors LLC, as Collateral Agent		04/30/2021	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Evaluationkit, LLC
Street Address:	71 West 23rd Street, Suite 1500
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Limited Liability Company: COLORADO

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3526717	EVALUATIONKIT

## CORRESPONDENCE DATA

Fax Number: 2138918763

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: rhonda.deleon@lw.com Latham & Watkins LLP **Correspondent Name:** Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	045494-0415
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	04/30/2021

## **Total Attachments: 4**

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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of April 30, 2021 ("Effective Date"), by AB PRIVATE CREDIT INVESTORS LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), in favor of EVALUATIONKIT, LLC, a Colorado limited liability company, (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below), the Security Agreement (as defined below) or, if not defined therein, in the Credit Agreement (as defined below).

WHEREAS, reference is made to that certain Credit Agreement, dated as of June 7, 2018 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among WATERMARK INSIGHTS, LLC (F/K/A TASKSTREAM, LLC), a Delaware limited liability company ("Watermark"), TK20, INC., a Delaware corporation ("TK20") and LIVETEXT, LLC, a Delaware limited liability company ("LiveText"), as Borrowers (collectively and jointly and severally, the "Borrowers" and each individually, the "Borrower"), TASKSTREAM HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the Lenders from time to time party thereto, and Collateral Agent.

WHEREAS, pursuant to the Credit Agreement, the Grantor and Collateral Agent entered into that certain Security Agreement dated as of June 7, 2018 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor and Collateral Agent entered into that certain Trademark Security Agreement, dated as of August 29, 2018, which was recorded with the USPTO on August 29, 2018 at Reel 6424, Frame 0496 (as amended, restated, amended and restated, supplemented, or otherwise modified and in effect from time to time, collectively, the "<u>Trademark Security Agreement</u>");

WHEREAS, pursuant to the terms of the Trademark Security Agreement, the Grantor granted, assigned, and pledged to Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in and to all of the Grantor's right, title, and interest in, to and under all of the Trademarks, whether then owned or thereafter acquired by such Grantor or in which such Grantor then had or at any time thereafter may have acquired any right, title, or interest, including without limitation those Trademarks listed on Schedule I attached hereto, and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on <u>Schedule I</u> hereto.

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

1. Terminates, releases, and discharges its security interest in the Trademark Collateral, and reassigns to the Grantor all right, title, and interest that Collateral Agent may have in the Trademark Collateral, and all proceeds thereof, including, without limitation, any and all causes of action which exist by reason of infringement of the Trademark Collateral;

- 2. Authorizes the recordation of this Release with the USPTO; and
- 3. Agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts, in each case at the Grantor's expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Release shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. As used herein, "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

This Release and the rights and obligations of the parties hereunder shall be governed by, shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature Page Follows]

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

**AB PRIVATE CREDIT INVESTORS LLC**, as Collateral Agent

By:

Name: Shishir Agrawal Title: Managing Director

[Signature Page to Release of Security Interest in Trademarks]

# SCHEDULE I

#### to

# RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark	Owner	Reg. No.
EVALUATIONKIT	EvaluationKIT, LLC	3,526,717

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**RECORDED: 04/30/2021**