# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM667226

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** Release of Second Lien Security Interest in Trademarks recorded at R/F

7092/0890

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HPS Investment Partners, LLC		08/12/2021	Limited Liability Company: DELAWARE

#### RECEIVING PARTY DATA

Name:	Sovos Keystone, LLC
Street Address:	200 Ballardvale Street
Internal Address:	4th Floor
City:	Wilmington
State/Country:	MASSACHUSETTS
Postal Code:	01887
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark		
Registration Number:	6092343	KUPS KEANE UNCLAIMED PROPERTY SYSTEM		
Registration Number:	3911089	KEANE		
Registration Number:	4232162	KEANE		

### **CORRESPONDENCE DATA**

Fax Number: 2127514864

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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	050485-0169
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	08/12/2021

**Total Attachments: 3** 

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#### RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of August 12, 2021 is made by HPS INVESTMENT PARTNERS, LLC, as Administrative Agent ("Assignee"), in favor of SOVOS KEYSTONE, LLC (the "Grantor"). Unless otherwise defined herein, terms defined in the Collateral Agreement (defined below) and used herein have the meaning given to them (including by reference) in the Collateral Agreement.

WHEREAS, the Grantor, the other grantors party thereto and Assignee entered into that certain Second Lien Guarantee and Collateral Agreement, dated as of April 29, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), pursuant to which the Grantor executed and delivered to Assignee that certain Second Lien Trademark Security Agreement, dated as of October 30, 2020 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Collateral Agreement and the Trademark Security Agreement, the Grantor granted to Assignee, for the ratable benefit of the secured parties, a security interest in all of the following property then owned or at any time thereafter acquired by the Grantor or in which the Grantor then had or at any time thereafter may have acquired any right title or interest (collectively, the "Trademark Collateral"): (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of the Grantor's business associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 2, 2020 at Reel/Frame 7092/0890; and

**WHEREAS**, the Grantor has requested that Assignee execute and deliver this Release to evidence the release of its security interest in the Trademark Collateral for recordation at the United States Patent and Trademark Office.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee, without any representation, warranty or recourse of any kind or nature, hereby (a) releases, discharges and cancels its security interest in and to the Trademark Collateral, and (b) re-assigns and re-conveys to the Grantor any and all right, title or interest Assignee may have in or to the Trademark Collateral.

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IN WITNESS WHEREOF, Assignee has caused this Release to be executed and delivered by its duly authorized representative as of the date first set forth above.

# HPS INVESTMENT PARTNERS, LLC,

as Administrative Agent

By:

Name: Colbert Cannon Title: Managing Director

[Signature Page to Second Lien Trademark Release]

# **SCHEDULE A**

Tradema rk	Jurisdiction	Serial#	Filin g Date	Reg.#	Reg Dat e	Status	Owner <sup>1</sup>
KEANED Undamed Property System	Unite d States	88/483,307	Jun e 21, 2019	6,092,34	Jun e 30, 2020	Registere d	Veni o LLC DBA Keane
KEANE	Unite d States	85/061,693	June 14, 201 0	3,911,08 9	Januar y25, 2011	Registere d	Veni o LLC DBA Keane
KEANE	Unite d States	85/241,370	Februar y14, 2011	4,232,16	Octobe r30, 2012	Registere d	Veni o LLC DBA Keane
KEANE*	Hawaii	N/ A	Januar y19, 201 6	4,157,05 0	Jun e 30, 2020	Registere d	Veni o LLC DBA Keane
	Unite d States	N/ A	N/A	N/A	N/A	Registere d	N/A

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**RECORDED: 08/12/2021** 

 $<sup>^{1}</sup>$  These trademarks were acquired by the Grantor pursuant to an asset purchase agreement and the record ownership will be updated with the USPTO.