

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779028

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SIXTH STREET SPECIALTY LENDING, INC.		12/29/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	AvidXchange, Inc.
Street Address:	1210 AvidXchange Lane
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28206
Entity Type:	Corporation: DELAWARE
Name:	Piracle, Inc.
Street Address:	1210 AvidXchange Lane
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28206
Entity Type:	Corporation: UTAH
Name:	Strongroom Solutions, Inc.
Street Address:	1210 AvidXchange Lane
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28206
Entity Type:	Corporation: TEXAS
Name:	Ariett Business Solutions, Inc.
Street Address:	1210 AvidXchange Lane
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28206
Entity Type:	Corporation: MASSACHUSETTS
Name:	BTS Alliance, LLC
Street Address:	1210 AvidXchange Lane
City:	Charlotte

OP \$540.00 86354968

State/Country:	NORTH CAROLINA
Postal Code:	28206
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	86354968	AVIDUTILITY
Registration Number:	5652238	AVIDINVOICE
Registration Number:	5635392	AVIDXCHANGE
Serial Number:	86364061	AVIDBUY
Registration Number:	5839891	X AVIDXCHANGE
Registration Number:	5839892	X AVIDXCHANGE
Registration Number:	2408643	DESIGN-A-CHECK
Registration Number:	1900392	TRACE-A-CHECK
Registration Number:	1960902	NEVER PURCHASE ANOTHER CHECK
Registration Number:	2735368	PIRACLE
Registration Number:	4407675	XPRESS PAY STUBS
Registration Number:	4205204	STRONGROOM
Registration Number:	4078923	ARIETT
Registration Number:	4011370	REQNET
Registration Number:	1956727	MAKES SENSE
Serial Number:	88600266	CREATE-A-CHECK
Registration Number:	2222233	CREATE A CHECK
Registration Number:	2188489	SEND-A-CHECK
Registration Number:	4813308	THE BIZ
Registration Number:	1775060	BANKTEL
Serial Number:	86354973	AVIDPAY

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.

Email: trademarks@mcguirewoods.com

Correspondent Name: Christel Harlacher c/o McGuireWoods LLP

Address Line 1: 800 East Canal Street

Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Christel E. Harlacher
SIGNATURE:	/Christel E. Harlacher/
DATE SIGNED:	01/06/2023

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this “Release”) is made as of December 29, 2022 (the “Effective Date”) by SIXTH STREET SPECIALTY LENDING, INC., formerly known as TPG SPECIALTY LENDING, INC., in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, “Collateral Agent”).

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of October 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among by and among **AVIDXCHANGE, INC.**, a Delaware corporation (“**Holdings**”), **AVIDXCHANGE FINANCIAL SERVICES, INC.**, a Delaware corporation (“**AFS**”), **PIRACLE, INC.**, a Utah corporation (“**Piracle**”), **STRONGROOM SOLUTIONS, INC.**, a Texas corporation (“**Strongroom**”), **ARIETT BUSINESS SOLUTIONS, INC.**, a Massachusetts corporation (“**Ariett**”), **AFV HOLDINGS ONE, INC.**, a North Carolina corporation (“**AFV**”), **BTS ALLIANCE, LLC**, a Delaware limited liability company (“**BankTEL**”) and **AFV HOLDINGS II, LLC**, a North Carolina limited liability company (“**AFV II**”), and together with Holdings, AFS, Piracle, Strongroom, Ariett, AFV and BankTEL, individually and collectively and jointly and severally, the “**Company**”), **CERTAIN OTHER SUBSIDIARIES OF HOLDINGS PARTY THERETO FROM TIME TO TIME**, as Grantors, and the Collateral Agent;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of October 1, 2019 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Trademark Security Agreement”), by and among Grantors and Collateral Agent, and certain other Loan Documents, Grantors pledged and granted to Collateral Agent a Lien on and security interest in and to all of Grantors’ right, title and interest in, to and under the Trademark Collateral (as such term is defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 1, 2019 at Reel 6759, Frame 0301; and

WHEREAS, Collateral Agent has consented and hereby consents to the release of its Lien on and security interest in, to and under the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on Schedule I hereto.

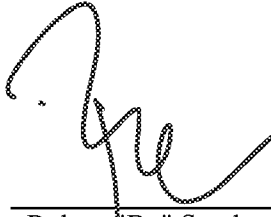
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby covenants and agrees as follows:

1. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.
2. Collateral Agent’s Lien on and security interest in, to and under the Trademark Collateral granted pursuant to any Loan Document, including the Trademark Security Agreement, is hereby terminated and released.
3. To the extent Collateral Agent retains any right, title or interest in, to and under the Trademark Collateral, Collateral Agent hereby assigns, transfers, delivers and conveys to Grantors, all of Collateral Agent’s right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in, to and under the Trademark Collateral.
4. Collateral Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release at Grantors’ sole cost and expense.
5. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

[signature page to follow]

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

SIXTH STREET SPECIALTY LENDING, INC.
(f/k/a TPG Specialty Lending, Inc.), as Collateral Agent



By: _____
Name: Robert "Bo" Stanley
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT RELEASE]

TRADEMARK
REEL: 007962 FRAME: 0573

SCHEDULE 1

Trademark Registrations/Applications

Mark	Application/ Registration Date	Application/ Registration Number	Current Status	Jurisdiction	Grantor
AvidUtility	8/1/2014	86354968	Application Pending	United States	AvidXchange, Inc.
AvidInvoice	8/1/2014 1/15/2019	86354969 5652238	Registered	United States	AvidXchange, Inc.
AvidPay	8/1/2014	86354973	Application Pending	United States	AvidXchange, Inc.
AvidXchange	8/1/2014 12/25/2018	86354978 5635392	Registered	United States	AvidXchange, Inc.
AvidBuy	8/12/2014	86364061	Application Pending	United States	AvidXchange, Inc.
Avid change (bw design)	12/5/2014	86472123 5839891	Registered	United States	AvidXchange, Inc.
AvidXchange (color design)	12/5/2014	86,472,124 5839892	Registered	United States	AvidXchange, Inc.
AvidPay	7/13/2016 6/18/2019	1,791,278 TMA1027671	Registered	Canada	
AvidXchange	7/13/2016 2/15/2018	1,791,280 TMA990,812	Registered	Canada	
AvidXchange (color logo)	7/13/2016 2/15/2018	1,791,291 TMA990,821	Registered	Canada	
AvidXchange (b&w logo)	7/13/2016 2/15/2018	1791292 TMA990,811	Registered	Canada	
Design-a- Check	12/21/1999 11/28/2000	75/877,191 2,408,643	Registered	United States	Piracle, Inc.
Trace-a-Check	4/21/1993 6/20/1995	74/383,170 1,900,392	Registered	United States	Piracle, Inc.
Never Purchase Another Check	3/25/1994 3/5/1996	74/506/081 1,960,902	Registered	United States	Piracle, Inc.

Mark	Application/ Registration Date	Application/ Registration Number	Current Status	Jurisdiction	Grantor
Piracle	7/5/2001	76/280,701	Registered	United States	Piracle, Inc.
	7/8/2003	2,735,368			
Xpresspaystubs	11/30/2011	85/484,133	Registered	United States	Piracle, Inc.
	9/24/2013	4,407,675			
Strongroom	1/20/2012	85521755	Registered	United States	Strongroom Solutions, Inc.
	9/11/2012	4,205,204			
Ariett	9/3/2010	85/122,628	Registered	United States	Ariett Business Solutions, Inc.
	01/03/2012	4,078,923			
REQNET	9/3/2010	85/122,675	Registered	United States	Ariett Business Solutions, Inc.
	8/16/2011	4,011,370			
MAKES SENSE	07/12/1993	74/411,955	Cancelled	United States	Piracle, Inc.
	02/13/1996	1,956,727			
CREATE A CHECK	08/30/2019	88600266	Application Pending	United States	Piracle, Inc.
CREATE A CHECK	4/23/1997	75/280,603	Registered	United States	Piracle, Inc.
	02/09/1999	2,222,233			
SEND-A- CHECK	02/05/1997	75/236,631	Cancelled	United States	Piracle, Inc.
	09/08/1998	2,188,489			
THE BIZ	04/30/2013	85918607	Registered	United States	BTS Alliance, LLC
	09/15/2015	4813308			
BANKTEL	10/05/1992	74320252	Registered	United States	BTS Alliance, LLC
	06/08/1993	1775060			