

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (R/F 7939/0335)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLAS AMERICAS LLC, as Collateral Agent		06/05/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	DIEBOLD NIXDORF, INCORPORATED		
Street Address:	50 Executive Pkwy		
City:	Hudson		
State/Country:	OHIO		
Postal Code:	44236		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	5032417	ACTIVEDGE	
Registration Number:	560794	AFTER HOUR	
Registration Number:	4252893	AGILIS	
Registration Number:	2770359	AGILIS	
Registration Number:	3342030	AGILIS EMPOWER	
Registration Number:	4623616	CAMPAIGN OFFICE	
Registration Number:	1065773	CARD GLOVE	
Registration Number:	1652144	CASHGARD	
Registration Number:	595921	CENTURY	
Registration Number:	5481892	CONNECTED COMMERCE	
Registration Number:	2657256	DECALWEB	
Registration Number:	1701403	DIEBOLD	
Registration Number:	2802243	DIEBOLD	
Registration Number:	3875502	DIEBOLD	
Registration Number:	4194288	DIEBOLD	
Registration Number:	2684749	DIEBOLD ADVISOR	
Registration Number:	5746996	DIEBOLD NIXDORF ALLCONNECT	
Registration Number:	5746997	DIEBOLD NIXDORF ALLCONNECT SERVICES	

OP \$1090.00 5032417

Property Type	Number	Word Mark
Registration Number:	5492816	DIEBOLD NIXDORF
Registration Number:	5551345	DIEBOLD NIXDORF
Registration Number:	2841649	DIEBOLD OPTEVA
Registration Number:	2697931	DIEBOLD PREMIER SERVICES
Registration Number:	6053915	DN ALLCONNECT SERVICES
Registration Number:	5552564	DN
Registration Number:	6085958	DN
Registration Number:	6566267	DN SERIES
Registration Number:	6396878	DN VYNAMIC
Registration Number:	1122703	EASY-AIRE
Registration Number:	2973321	IMAGEWAY
Registration Number:	2681416	INVOLVE
Registration Number:	2890418	LUMERA
Registration Number:	954842	MOSLER
Registration Number:	2879370	OPTEVA
Registration Number:	3295594	OPTEVIEW
Registration Number:	4214592	OPTEVIEW RESOLVE
Registration Number:	991938	SECUROMATIC
Registration Number:	6096797	STOREVOLUTION
Registration Number:	1706402	TELLER ASSIST
Registration Number:	3773252	VALITECH
Registration Number:	2769869	VISTAATM
Registration Number:	6396877	VYNAMIC
Registration Number:	950326	WEDGE-LOCK
Serial Number:	90315107	ALLTRANSACT

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.

Phone: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Rodney Boulware

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2027746 TM1

NAME OF SUBMITTER: Theresa Volano

SIGNATURE: /Theresa Volano/

DATE SIGNED:	06/09/2023
---------------------	------------

Total Attachments: 5

source=Diebold - Trademark IP Release [Executed] - Filing#page2.tif

source=Diebold - Trademark IP Release [Executed] - Filing#page3.tif

source=Diebold - Trademark IP Release [Executed] - Filing#page4.tif

source=Diebold - Trademark IP Release [Executed] - Filing#page5.tif

source=Diebold - Trademark IP Release [Executed] - Filing#page6.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Termination and Release”) is made as of June 5, 2023, by GLAS AMERICAS LLC, in its capacity as Collateral Agent (in such capacity, the “Collateral Agent”), in favor of DIEBOLD NIXDORF, INCORPORATED (the “Pledgor”).

W I T N E S S E T H:

WHEREAS, pursuant to (i) the Security Agreement, dated as of December 29, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Pledgor, the other parties from time to time party thereto and the Collateral Agent and (ii) that certain Trademark Security Agreement, dated as of December 29, 2022 (the “Trademark Security Agreement”), between the Pledgor and the Collateral Agent, the Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest (the “Security Interest”) in and to all of the Pledgor’s right, title and interest in, to and under (a) the Trademarks of the Pledgor listed on Schedule A attached hereto; (b) all Goodwill associated with such Trademarks; and (c) all Proceeds of any and all of the foregoing (other than Excluded Assets) (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 5, 2023 at Reel 7939, Frame 0335; and

WHEREAS, the Pledgor has requested and the Collateral Agent has agreed to release its Security Interest in the Trademark Collateral, including the Trademarks of the Pledgor listed on Schedule A attached hereto.

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

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms defined in the Security Agreement or the Trademark Security Agreement, as applicable, and used herein have the meaning given to them in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without recourse, representation or warranty of any kind, hereby releases, terminates, discharges, and cancels its Security Interest in and to the Trademark Collateral, including the Trademarks of the Pledgor listed on Schedule A attached hereto, arising under the Security Agreement or the Trademark Security Agreement, as applicable, and any right, title or interest of the Collateral Agent in the Trademark Collateral, including the Trademarks of the Pledgor listed on Schedule A attached hereto, arising under the Security Agreement or the Trademark Security Agreement, as applicable, shall hereby cease and become void. If and to the extent the Collateral Agent has acquired under the Security Agreement or the Trademark Security Agreement, as applicable, any right, title or interest in and to the Trademark Collateral, including the Trademarks of the Pledgor listed on Schedule A attached hereto, the Collateral Agent, without recourse, representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Pledgor.

3. Termination. The Collateral Agent, without recourse, representation or warranty of any kind, hereby terminates and cancels the Trademark Security Agreement.

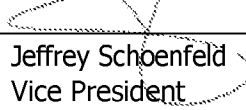
4. Further Assurances. The Collateral Agent hereby agrees, upon the reasonable request and at the sole expense of the Pledgor, to duly execute, acknowledge, procure and deliver any further documents and do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Termination and Release.

5. Governing Law. This Termination and Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Termination and Release or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the law of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release to be executed by its authorized representative as of the date first above written.

GLAS AMERICAS LLC,
as Collateral Agent

By: 
Name: Jeffrey Schoenfeld
Title: Vice President

SCHEDULE A
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations and Applications:

Trademark	Application Number	Registration Number	Record Owner	Status
ACTIVEDGE	86/356,253	5,032,417	Diebold Nixdorf, Incorporated	Registered
AFTER HOUR	71/601,540	560794	Diebold Nixdorf, Incorporated	Registered
AGILIS	85/511,302	4,252,893	Diebold Nixdorf, Incorporated	Registered
AGILIS	78/116,114	2,770,359	Diebold Nixdorf, Incorporated	Registered
AGILIS EMPOWER	78/907,280	3,342,030	Diebold Nixdorf, Incorporated	Registered
Alltransact	90/315,107 ¹		Diebold Nixdorf, Incorporated	Allowed
CAMPAIGN OFFICE	86/090,850	4,623,616	Diebold Nixdorf, Incorporated	Registered
CARD GLOVE	73/093,087	1,065,773	Diebold Nixdorf, Incorporated	Registered
CASHGARD	74/092,909	1,652,144	Diebold Nixdorf, Incorporated	Registered
CENTURY	71/660,811	595921	Diebold Nixdorf, Incorporated	Registered
CONNECTED COMMERCE	87/221,130	5,481,892	Diebold Nixdorf, Incorporated	Registered
DECALWEB	78/058,923	2,657,256	Diebold Nixdorf, Incorporated	Registered
DIEBOLD	74/149,385	1,701,403	Diebold Nixdorf, Incorporated	Registered
DIEBOLD	78/124,060	2,802,243	Diebold Nixdorf, Incorporated	Registered
DIEBOLD	77/796,943	3,875,502	Diebold Nixdorf, Incorporated	Registered
DIEBOLD Logo	85/511,336	4,194,288	Diebold Nixdorf, Incorporated	Registered
DIEBOLD ADVISOR	78/058,930	2,684,749	Diebold Nixdorf, Incorporated	Registered
DIEBOLD NIXDORF ALLCONNECT	87/820,413	5,746,996	Diebold Nixdorf, Incorporated	Registered
DIEBOLD NIXDORF ALLCONNECT SERVICES	87/820,446	5,746,997	Diebold Nixdorf, Incorporated	Registered
Diebold Nixdorf Logo	87/111,213	5,492,816	Diebold Nixdorf, Incorporated	Registered
Diebold Nixdorf Wordmark	87/107,283	5,551,345	Diebold Nixdorf, Incorporated	Registered
DIEBOLD OPTEVA	78/153,230	2,841,649	Diebold Nixdorf, Incorporated	Registered
DIEBOLD PREMIER SERVICES	78/124,155	2,697,931	Diebold Nixdorf, Incorporated	Registered
DN ALLCONNECT SERVICES	87/940,665	6,053,915	Diebold Nixdorf, Incorporated	Registered

¹ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office.

Trademark	Application Number	Registration Number	Record Owner	Status
DN Logo	87/977,951	5,552,564	Diebold Nixdorf, Incorporated	Registered
DN Logo	87/107,357	6,085,958	Diebold Nixdorf, Incorporated	Registered
DN Series	90/314,844	6566267	Diebold Nixdorf, Incorporated	Registered
DN Vynamic	87/653,188	6396878	Diebold Nixdorf, Incorporated	Registered
EASY-AIRE	73/168,468	1,122,703	Diebold Nixdorf, Incorporated	Registered
IMAGEWAY	78/250,737	2,973,321	Diebold Nixdorf, Incorporated	Registered
INVOLVE	78/124,708	2,681,416	Diebold Nixdorf, Incorporated	Registered
LUMERA	78/252,987	2,890,418	Diebold Nixdorf, Incorporated	Registered
MOSLER	72/416,129	954842	Diebold Nixdorf, Incorporated	Registered
OPTEVA	78/252,429	2,879,370	Diebold Nixdorf, Incorporated	Registered
OPTEVIEW	78/864,427	3,295,594	Diebold Nixdorf, Incorporated	Registered
OPTEVIEW RESOLVE	851/81,965	4,214,592	Diebold Nixdorf, Incorporated	Registered
SECUROMATIC	72/449,854	991938	Diebold Nixdorf, Incorporated	Registered
STOREVOLUTION	87/684,122	6,096,797	Diebold Nixdorf, Incorporated	Registered
TELLER ASSIST	74/190,315	1,706,402	Diebold Nixdorf, Incorporated	Registered
VALITECH	77/696,578	3,773,252	Diebold Nixdorf, Incorporated	Registered
VISTAATM	76/315,958	2,769,869	Diebold Nixdorf, Incorporated	Registered
Vynamic	87/653,159	6396877	Diebold Nixdorf, Incorporated	Registered
WEDGE-LOCK	72/424,667	950326	Diebold Nixdorf, Incorporated	Registered