

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mellon Bank, N.A.		05/29/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	West Publishing Corporation		
Street Address:	610 Opperman Drive		
City:	Eagan		
State/Country:	MINNESOTA		
Postal Code:	55123		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2560913	ELITE	
Registration Number:	2587192	ELITE	
Registration Number:	2580725	ELITE	
Registration Number:	2625433	ELITE TIMETRAX	
Registration Number:	2580723	ELITE.COM	
Serial Number:	76110669	APEX	
CORRESPONDENCE DATA			
Fax Number:	2149783099		
<i>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.</i>			
Phone:	2149783000		
Email:	dallastrademarks@bakermckenzie.com		
Correspondent Name:	Dyan M. House		
Address Line 1:	1900 N. Pearl Street, Suite 1500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	51071608		
NAME OF SUBMITTER:	Dyan M. House		
SIGNATURE:	/Dyan M. House/		
DATE SIGNED:	05/30/2023		

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Total Attachments: 5

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CONFIRMATION OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

This CONFIRMATION OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Confirmatory Release**”) dated as of May 29, 2023, is entered into by and between WEST PUBLISHING CORPORATION, as successor in interest to ELITE INFORMATION SYSTEMS, INC. (“**Pledgor**”) and EAGAN PARENT, INC. (“**Purchaser**”). Capitalized terms used but not defined herein have the meanings specified (including by reference) in the Trademark Security Agreement (as defined below).

WHEREAS, MELLON BANK, N.A. (“**Pledgee**”) and Pledgor were party to (i) that certain Credit Agreement, dated as of May 16, 2000, (ii) that certain Security Agreement, dated as of May 16, 2000 and (iii) that certain Collateral Assignment of Trademarks (Security Agreement), dated as of May 16, 2000 (the “**Trademark Security Agreement**”), pursuant to which Pledgor granted to Pledgee a security interest in (collectively, the “**Collateral**”):

- (a) All the trademarks, United States trademarks and trademark registrations, and the trademark applications and tradenames set forth on Exhibit A hereto (the “**Trademarks**”);
- (b) all registrations of the Trademarks in any State of the United States and any foreign countries and localities;
- (c) all tradenames, trademarks and trademark registrations thereafter adopted or acquired and used, including, but not limited to, those based upon or derived from the Trademarks or any variations thereof (the “**Future Trademarks**”);
- (d) all extensions, renewals and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;
- (e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;
- (f) all packaging, labeling, trade names, service marks, logos and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;
- (g) all licenses and other agreements under which Pledgor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and
- (h) all goodwill of Pledgor’s business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 21, 2000 at Reel/Frame 2152/0370; and

WHEREAS, Pledgor and Purchaser are parties to that certain Stock and Asset Purchase Agreement dated as of March 31, 2023, and in connection with the transactions contemplated therein, Pledgor wishes to execute and deliver this Confirmatory Release to evidence the release of Pledgee’s

security interest in the Collateral for filing and recordation with the United States Patent and Trademark Office.

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

SECTION 1. Representations and Warranties. Pledgor hereby represents, warrants and covenants that, prior to the date hereof, Pledgee has released and terminated its security interest in the Collateral and re-assigned and re-conveyed to Pledgor any and all right, title or interest Pledgee may have had in, to or under the Collateral, free and clear of any lien or encumbrance.

SECTION 2. Indemnification. Pledgor agrees to indemnify and hold harmless Purchaser and each of its affiliates (collectively, the “**Purchaser Indemnified Parties**”) from and against any and all losses, liabilities, fines, deficiencies, damages, taxes, payments (including those arising out of any settlement or judgment relating to any proceeding), penalties, awards, fines and expenses (including reasonable attorneys’ and accountants’ fees and disbursements) (“**Losses**”) incurred by Purchaser or any other Purchaser Indemnified Party relating to Pledgor’s breach of any representation, warranty, covenant or obligation under this Confirmatory Release.

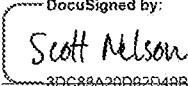
SECTION 3. Further Assurances. Upon Purchaser’s reasonable request, Pledgor shall execute, and shall cause its affiliates to execute, any and all documents and take any and all actions as may be necessary or desirable to confirm Purchaser’s right, title and interest in, to and under the Collateral, free and clear of any lien or encumbrance, in each case, at the sole cost and expense of Pledgor.

SECTION 4. Governing Law and Jurisdiction. This Confirmatory Release and its enforcement, and any dispute or controversy arising out of or relating to the making or performance of this Confirmatory Release, shall be governed by and construed in accordance with the law of the State of New York, without regard to New York’s principles of conflicts of law. The parties hereto agree that any proceeding arising out of or relating to this Confirmatory Release or the transactions contemplated by this Confirmatory Release shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such proceeding, and that any cause of action arising out of this Confirmatory Release shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action or proceeding in any such court or that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Confirmatory Release to be executed as of the date first set forth above.

WEST PUBLISHING CORPORATION
as Pledgor

By:  _____
Name: Scott Nelson
Title: Vice President

EAGAN PARENT, INC.
as Purchaser

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Confirmatory Release to be executed as of the date first set forth above.

WEST PUBLISHING CORPORATION
as Pledgor

By: _____
Name: Scott Nelson
Title: Vice President

EAGAN PARENT, INC.
as Purchaser

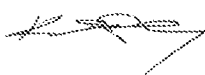
By:  _____
Name: Ken Murphy
Title: Chief Operating Officer

EXHIBIT A

TRADEMARKS

Mark	Serial Number	Filing Date	Registration Number	Registration Date
Elite	75-716625	05/28/1999	2560913	04/16/2002
Elite	75-886752	01/04/2000	2587192	07/02/2002
Elite	75-874439	12/17/1999	2580725	06/18/2002
Elite TimeTrax	75-567266	10/09/1998	2625433	09/24/2002
Elite.Com	75-873890	12/17/1999	2580723	06/18/2002
APEX	76-110669	08/16/2000	-	-