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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM472159

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Release and Termination of Security Interest in Trademarks

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TPG SPECIALTY LENDING, INC., in its role as administrative agent		01/17/2018	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	MOTUS, LLC		
Street Address:	60 South Street, 12th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	4847100	KEEPING THE MOBILE WORKFORCE IN MOTION	
Registration Number:	4819183	MOTUS	
Registration Number:	4819182	MOTUS	
Registration Number:	4847083	0	

# **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: 4157336165

awexner@goodwinlaw.com Email:

**Correspondent Name:** Annelise Wexner

Address Line 1: 3 Embarcadero Center, Floor 28 Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Annelise Wexner
SIGNATURE:	/s/Annelise Wexner
DATE SIGNED:	05/01/2018

**Total Attachments: 3** 

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**TRADEMARK** REEL: 006324 FRAME: 0321

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TRADEMARK REEL: 006324 FRAME: 0322

## RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS (this "Release") is dated as of January 17, 2018 by TPG SPECIALTY LENDING, INC., a Delaware corporation, in its role as administrative (in such capacity, the "Grantee"), in favor of MOTUS, LLC, a Delaware limited liability company with an address at 60 South Street, 12th Floor, Boston, MA 02110 ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Grant of a Security Interest – Trademarks made by Grantor in favor of Grantee, dated July 29, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>"), Grantee was granted a continuing security interest in and to all of Grantor's right, title and interest in and to the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademarks set forth on <u>Schedule A</u> attached hereto, and all goodwill associated therewith (the "<u>Trademark Collateral</u>");

WHEREAS, the Trademark Security Agreement was recorded on August 1, 2016 at the United States Patent and Trademark Office at Reel 5841, Frame 0889;

WHEREAS, pursuant to the Payoff Letter, dated as of the date hereof, by and between, among others, the Grantee and the Grantor, the Grantee has requested and the Grantor has agreed to (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee does hereby, in each case, without representation or warranty of any kind whatsoever, (a) terminate the Trademark Security Agreement and the liens and security interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its security interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in and to the Trademark Collateral, including the goodwill of the business symbolized by the Trademark Collateral. The Grantee hereby authorizes the Grantor, and any of its designees, to file this Release and other necessary filings with the United States Patent and Trademark Office, and shall take all further actions (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by and at the sole expense of the Grantor, to effect the release and termination of the security interest in the Trademark Collateral and of the Trademark Security Agreement contemplated hereby.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGE TO FOLLOW]

TRADEMARK REEL: 006324 FRAME: 0323 IN WITNESS WHEREOF, the party hereto has caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

TPG SPECIALTY LENDING, INC., as Agent

as Grantee

Ву: \_\_\_\_\_

Name: Robert Stanley

Title: President

# SCHEDULE A

Trademark	Docket Number/Sub Case	Serial Number / Filing Date	Publication Number / Date	Registration Number / Date
KEEPING THE MOBILE WORKFORCE IN MOTION	45918-019/ MOTUS, LLC	86/330729 / 08- Jul-2014	13-Jan-2015	4,847,100 03-Nov-2015
MOTUS	45918-014/ MOTUS, LLC	86/322332 / 27- Jun-2014	13-Jan-2015	4,819,183, 22-Sep-2015
MOTUS (& Design)	45918-015/ MOTUS, LLC	86/322316 / 27- Jun-2014	13-Jan-2015	4,819,182, 22-Sep-2015
O (& Design)	45918-016/ MOTUS, LLC	86/322324 / 27- Jun-2014	13-Jan-2015	4,847,083, 03-Nov-2015

**RECORDED: 05/01/2018** 

TRADEMARK REEL: 006324 FRAME: 0325