

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491548

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation, as successor Agent to Pacific Western Bank (as successor to CapitalSource Bank)		09/25/2018	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	Empirix Inc.
Street Address:	600 Technology Park Drive
City:	Billerica
State/Country:	MASSACHUSETTS
Postal Code:	01821
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4769323	INTELLISIGHT
Registration Number:	4594244	INTELLISIGHT
Serial Number:	86893107	
Serial Number:	86893155	INTELLISIGHT
Serial Number:	86893248	HAMMER
Serial Number:	86893270	
Serial Number:	86893315	HAMMER

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: 3127018637

Email: IPDocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: P.O. Box 2828

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CH \$190.00 4769323

ATTORNEY DOCKET NUMBER:	18596893
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	09/26/2018
Total Attachments: 3 source=20aTrademarkSecurityAgreementReleaseFirstLienAgentAres#page4.tif source=20aTrademarkSecurityAgreementReleaseFirstLienAgentAres#page5.tif source=20aTrademarkSecurityAgreementReleaseFirstLienAgentAres#page6.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of September 25, 2018, by Ares Capital Corporation, as successor Agent to Pacific Western Bank (in such capacity, the “Grantee”).

WITNESSETH:

WHEREAS, Empirix, Inc. (the “Grantor”), the other grantors from time to time party thereto and the Grantee entered into that certain Security Agreement dated as of November 1, 2013 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor and Grantee entered into that certain Trademark Security Agreement dated as of April 27, 2017 (the “Trademark Security Agreement”; capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Trademark Security Agreement), in each case, pursuant to which Grantor granted a continuing security interest in the Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Grantee, including the Trademarks set forth on Schedule 1 attached hereto;

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on April 27, 2017 at Reel 6044, Frame 0106; and

WHEREAS, Grantor has requested that Grantee release its security interest in the Trademark Collateral (as defined below) and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Grantee hereby releases its security interest in all of Grantor’s right, title and interest in, to and under the following (collectively the “Trademark Collateral”):

(i) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(ii) renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, any and all of Grantee’s right, title and interest in and to the Trademark Collateral, and authorizes the recordation of this Trademark Release and Reassignment with the United States Trademark Office at the expense of the Credit Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ARES CAPITAL CORPORATION

By: 

Name:

Scott Lem

Title:

Authorized Signatory

SCHEDULE 1

TRADEMARKS

Owner	Trademark	Jurisdiction	Application No./ Filing Date	Reg. No./ Reg. Date
Empirix Inc.	INTELLISIGHT	U.S.		4769323 07/07/15
Empirix Inc.	INTELLISIGHT	U.S.		4594244 08/26/14
Empirix Inc.	<i>Design Only</i>	U.S.	86893107 02/01/16	
Empirix Inc.	INTELLISIGHT and Design	U.S.	86893155 02/01/16	
Empirix Inc.	HAMMER and Design	U.S.	86893248 02/01/16	
Empirix Inc.	<i>Design Only</i>	U.S.	86893270 02/01/16	
Empirix Inc.	HAMMER	U.S.	86893315 02/01/16	