

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stellus Capital Investment Corporation		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: 8			
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	
Serial Number:	85967868	HOLISTIX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	18596893		

CH \$215.00 4769323

NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	09/26/2018
Total Attachments: 3 source=21IPSecurityAgreementReleaseAgreements#page8.tif source=21IPSecurityAgreementReleaseAgreements#page9.tif source=21IPSecurityAgreementReleaseAgreements#page10.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September __, 2018 (“Release”), is made by Stellus Capital Investment Corporation, as Agent (“Agent”), in favor of Empirix, Inc., a Delaware corporation (“Grantor”).

WHEREAS, pursuant to that certain Second Lien Security Agreement dated as of November 1, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantor, Agent, and others party thereto and the Trademark Security Agreement dated as April 27, 2017 (“Trademark Security Agreement”) by and among the Grantor and Agent, Grantor mortgaged, pledged and hypothecated to the Agent for the benefit of the Lender Parties and the other Indemnified Persons (collectively, the “Secured Parties”), and grants to the Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on April 27, 2017 at Reel 6043 Frame 0437.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and Lien on and security interest in, Grantor’s right, title, and interest in, to, and under all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Trademark Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

STELLUS CAPITAL INVESTMENT CORPORATION,
as Existing Agent

By: 

Name: Todd Huskinson

Title: Authorized Signatory

[Signature Page to Termination and Release of Security Interest in Trademarks]

Schedule A

Empirix, Inc.
(Delaware Corporation)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
INTELLISIGHT	4769323	07/07/15
INTELLISIGHT	4594244	08/26/14

Trademark Applications

Mark	Appl. No.	Filing Date
Design Only	86893107	02/01/16
INTELLISIGHT	86893155	02/01/16
HAMMER	86893248	02/01/16
Design Only	86893270	02/01/16
HAMMER	86893315	02/01/16
HOLISTIX	85967868	06/24/13