CH \$240.00 780584

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM518147

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THL Corporate Finance, Inc., as Agent		04/02/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Hart Intercivic, Inc.	
Street Address:	15500 Wells Port Drive	
City:	Austin	
State/Country:	TEXAS	
Postal Code:	78728	
Entity Type:	Corporation: TEXAS	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark	
Serial Number:	78058486	BALLOT NOW	
Serial Number:	78009381	ESLATE	
Serial Number:	77068142	HART INTERCIVIC	
Serial Number:	78795040	HART INTERCIVIC	
Serial Number:	78795029	VBO	
Serial Number:	78338454	ESLATE	
Serial Number:	78239961	Н	
Serial Number:	85718606	VERITY	
Serial Number:	85718625	VERITY	

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500
Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

TRADEMARK REEL: 006613 FRAME: 0186

900493338

Address Line 4: Wash	Washington, D.C. 20006	
ATTORNEY DOCKET NUMBER:	37754.00005	
NAME OF SUBMITTER:	Javier J. Ramos	
SIGNATURE:	/Javier J. Ramos/	
DATE SIGNED:	04/09/2019	

Total Attachments: 3

source=THL_Hart - Release of Trademark Security Agreement (Executed)#page1.tif source=THL_Hart - Release of Trademark Security Agreement (Executed)#page2.tif source=THL_Hart - Release of Trademark Security Agreement (Executed)#page3.tif

TRADEMARK REEL: 006613 FRAME: 0187

RELEASE OF SECURITY INTEREST (TRADEMARK)

THIS RELEASE OF SECURITY INTEREST is dated as of April 2, 2019 and is made by THL Corporate Finance, Inc., a Delaware corporation, as agent for the Lenders pursuant to that certain Agency Agreement (as defined in the Loan and Security Agreement) (in such capacity, together with its successors and assigns, the "Agent") under the Intellectual Property Security Agreement (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Intellectual Property Security Agreement.

WHEREAS, Hart Intercivic, Inc., a Texas corporation (the "Grantor"), granted a security interest in favor of THL Corporate Finance, Inc., as Agent (in such capacity, the "Assignee"), and a lien upon certain trademarks and trademark applications pursuant to that certain Intellectual Property Security Agreement (Trademarks) dated March 31, 2016 in favor of the Assignee, which was recorded in the United States Patent and Trademark Office on April 4, 2016 at Reel 5764, Frame 0360 ("Intellectual Property Security Agreement");

WHEREAS, the Grantor has requested and Assignee has agreed to release and reassign to Grantor its interest in all of Grantor's trademarks and trademark applications including the trademark identified in <u>Schedule A</u> hereto and made a part hereof; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignee hereby:

- 1. terminates the Intellectual Property Security Agreement and releases, terminates and discharges all liens and security interests in all of Grantor's right, title and interest in, to and under the Trademarks (as defined in the Intellectual Property Security Agreement) including those trademarks and trademark applications identified in Schedule A hereto, and assigns, transfers and conveys to Grantor any interest in such intellectual property;
- 2. authorizes and requests that the Commissioner for Trademarks at the United States Patent and Trademark Office note and record the existence of the release hereby given; and
- 3. agrees that it shall, at the Grantor's sole cost and expense and at any of the Grantor's, or its successor's or assign's, reasonable request, execute, acknowledge and deliver to the Grantor all further releases and other documents, and take all other actions necessary or reasonably desirable for the release of such security interest.

[Signature page follows]

TRADEMARK
REEL: 006613 FRAME: 0188

IN WITNESS WHEREOF, Assignee has caused this Release of Security Interest to be executed by its duly authorized officer effective as of the date above first written.

ASSIGNEE:

THL CORPORATE FINANCE, INC., as Agent pursuant to the Agency Agreement

By:

Name: Michelle Handy Title: Managing Director

[Signature Page to Release of Security Interest (Trademark)]

TRADEMARK
REEL: 006613 FRAME: 0189

Schedule A

Trademark Description	U.S. Registration/Serial No./ Application No.	Date Registered/Filed
BALLOT NOW	78058486	April 27, 2004
ESLATE	78009381	July 26, 2005
HART INTERCIVIC	77068142	October 9, 2007
HART INTERCIVIC	78795040	June 26, 2007
VBO	78795029	April 28, 2009
ESLATE	78338454	February 14, 2006
(Stylized "h" logo)	78239961	November 30, 2004
VERITY (word mark)	85718606	August 31,2012
VERITY (logo)	85718625	August 31, 2012

48460704;1

RECORDED: 04/09/2019

TRADEMARK REEL: 006613 FRAME: 0190