

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM645954

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Capital Finance, LLC		05/06/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Noble Systems Corporation		
<b>Street Address:</b>	1200Ashwood Parkway		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30338		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 44</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2522903	ATOMIX	
<b>Registration Number:</b>	1730023	ATOMS	
<b>Registration Number:</b>	2733423	CUSTOMER CONTACT TO THE NTH DEGREE	
<b>Registration Number:</b>	2276439	MANAGING COMMUNICATIONS FOR YOUR FUTURE	
<b>Registration Number:</b>	2391882	MIMIC	
<b>Registration Number:</b>	2835357	N	
<b>Registration Number:</b>	2270554	NOBLE SYSTEMS	
<b>Registration Number:</b>	2404480	STATION MIRRORING	
<b>Registration Number:</b>	2543170	NOBLE CARE	
<b>Serial Number:</b>	77152849	NOBLE	
<b>Serial Number:</b>	78855686	AMCAT	
<b>Registration Number:</b>	3783968	SIPHONY	
<b>Serial Number:</b>	85568241	N NOBLE SYSTEMS CUSTOMER CONTACT TECHNOL	
<b>Serial Number:</b>	85622019	SHIFTRACK	
<b>Serial Number:</b>	85622026	SHIFTRACK PLUS	
<b>Registration Number:</b>	4715967	ONQ	
<b>Registration Number:</b>	4234215	SHIFTRACK PLUS	
<b>Registration Number:</b>	4234214	SHIFTRACK	
<b>TRADEMARK</b>			

CH \$1115.00 2522903

Property Type	Number	Word Mark
Registration Number:	4716012	CALLTECH
Serial Number:	77461136	TDI
Registration Number:	4225480	NOBLE SYSTEMS
Registration Number:	4953273	COMPLIANCE APPLIANCE
Registration Number:	5046985	SMARTACCEPT
Registration Number:	5007983	NOBLE
Registration Number:	5008067	SNUG
Registration Number:	5008069	SNUG
Registration Number:	5177570	THE WORLD'S SMARTEST CALL CENTER SOFTWARE
Registration Number:	5177571	THE WORLD'S SMARTEST CALL CENTER SOFTWARE
Registration Number:	5056315	SMARTRECOVER
Registration Number:	5177854	INBOUND 100
Registration Number:	5501700	SMARTADHERENCE
Registration Number:	5613377	SMARTENGAGE
Registration Number:	5704870	AGENT GAMIFICATION
Registration Number:	5580960	VINCIO
Registration Number:	5854908	COMPOSER
Serial Number:	88489407	DECISION AI
Serial Number:	88489412	NOBLE IQ
Serial Number:	88495729	NOBLE SYSTEMS
Serial Number:	88495735	NOBLE
Serial Number:	88505196	CONTACT AI
Serial Number:	88564478	NOBLE SYSTEMS CUSTOMER CONTACT TECHNOLOGY
Serial Number:	88564493	NOBLE SYSTEMS
Serial Number:	88564551	NOBLE SYSTEMS
Serial Number:	88639457	NOBLE SYSTEMS GAMIFICATION

**CORRESPONDENCE DATA**

Fax Number: 4048538806

*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: 404-853-8926

Email: jeremyspier@eversheds-sutherland.us

Correspondent Name: Jeremy Spier / Eversheds Sutherland

Address Line 1: 999 Peachtree Street NE

Address Line 2: Suite 2300

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 14979-0119

NAME OF SUBMITTER: Jeremy D. Spier

<b>SIGNATURE:</b>	/Jeremy D. Spier/
<b>DATE SIGNED:</b>	05/11/2021
<b>Total Attachments: 6</b> source=WF_Noble - Release of Trademarks Executed#page1.tif source=WF_Noble - Release of Trademarks Executed#page2.tif source=WF_Noble - Release of Trademarks Executed#page3.tif source=WF_Noble - Release of Trademarks Executed#page4.tif source=WF_Noble - Release of Trademarks Executed#page5.tif source=WF_Noble - Release of Trademarks Executed#page6.tif	

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of May 6, 2021 (“Effective Date”), by **WELLS FARGO CAPITAL FINANCE, LLC** (as successor by merger to Wells Fargo Capital Finance, Inc.), as the arranger and administrative agent for the Lenders (in such capacity, the “Agent”), in favor of **NOBLE SYSTEMS CORPORATION**, a Georgia corporation, (the “Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below) or, if not defined therein, in the Credit Agreement (as defined below).

**WHEREAS**, reference is made to that certain Fourth Amended and Restated Credit Agreement, dated as of April 23, 2020 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among Noble Systems Intermediate Holdings, Inc., a Delaware corporation (the “Parent”), the Grantor, the lenders on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, each individually a “Lender” and collectively, the “Lenders”), and the Agent;

**WHEREAS**, pursuant to the Credit Agreement, the Grantor and the Agent entered into that certain Amended and Restated Security Agreement dated as of November 5, 2009 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”);

**WHEREAS**, pursuant to the Security Agreement, the Grantor and the Agent entered into that certain Trademark Security Agreement, dated as of June 28, 2007, which was recorded with the United States Patent and Trademark Office, (the “USPTO”) on June 29, 2007 at Reel 3571, Frame 0833 (as amended by that certain Amendment Number One to Trademark Security Agreement, dated as of November 2, 2007, which was recorded with the USPTO on February 4, 2008 at Reel 3712, Frame 0270, that certain Amendment Number Two to Trademark Security Agreement, dated as of July 16, 2012, which was recorded with the USPTO on July 17, 2012 at Reel 4822, Frame 0800, that certain Amendment Number Three to Trademark Security Agreement, dated as of May 28, 2015, which was recorded with the USPTO on June 2, 2015 at Reel 5538, Frame 0074 and that certain Amendment Number Four to Trademark Security Agreement, dated as of April 23, 2020, which was recorded with the USPTO on April 23, 2020 at Reel 6922, Frame 0554, collectively the “Trademark Security Agreement”);

**WHEREAS**, pursuant to the terms of the Trademark Security Agreement, the Grantor granted, assigned, and pledged to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest in and to all of the Grantor’s right, title, and interest in, to and under all of its Trademarks whether then owned or thereafter acquired or arising, including without limitation (a) those Trademarks and Trademark Intellectual Property listed on **Schedule I** attached hereto, (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing, (c) all reissues, continuations or extensions of the foregoing, (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License, and (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License (collectively, the “Trademark Collateral”); and

**WHEREAS**, the Agent now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on **Schedule I** hereto.

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

1. Terminates the Trademark Security Agreement, terminates, releases, and, discharges any and all of its right, title and interest (including its security interest) in, to and under the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to the Grantor all right, title, and interest that Agent may have in, to and under the Trademark Collateral pursuant to the Trademark Security Agreement; and

2. Agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts, in each case at the Grantors expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO CAPITAL FINANCE, LLC, as Agent

By: Joanne Rosario  
Name: Joanne Rosario  
Title: Director

*[Signature Page to Release of Security Interest in Trademarks]*

**TRADEMARK**  
**REEL: 007288 FRAME: 0884**

**SCHEDULE I**  
to  
**RELEASE OF SECURITY INTEREST IN TRADEMARKS**


1) Original Trademark Security Agreement – June 28, 2007

<u>Description</u>	<u>Application / Registration No.</u>	<u>Issue Dates</u>
ATOMIX	2522903	26-Dec-05
ATOMS	1730023	4-Nov-96
Customer Contact to the Nth Degree	2733423	2-Jul-07
Managing Communications for your Future	2276439	8-Sep-03
MIMIC	2391882	4-Oct-04
N Design	2835357	21-Apr-08
Noble Systems	2270554	18-Aug-03
Station Mirroring	2404480	30-Sep-03
Noble Care	2543170	27-Feb-06
Noble	77152849	pending

2) Amendment Number One – November 2, 2007

U.S. Trademark Serial No. 78,855,686  
 Owner: Noble Systems Corporation  
 Word Mark: AMCAT  
 First Use: June 1, 1991  
 Current Disposition: LIVE

3) Amendment Number Two – July 16, 2012

<u>Title/Mark</u>	<u>Serial No.</u>	<u>Class</u>
SIPhony	3783968	38
 NOBLE SYSTEMS	85568241	42
SHIFTTRACK	85622019	9 & 35
SHIFTTRACK PLUS	85622026	9 & 35

**4) Amendment Number Three – May 28, 2015**

<b>Grantor</b>	<b>Title/Mark</b>	<b>Country</b>	<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>
Noble Systems Corporation	OnQ	U.S.	4715967	4/7/2015
Noble Systems Corporation	SHIFTRACK PLUS	U.S.	4234215	10/30/2012
Noble Systems Corporation	SHIFTRACK	U.S.	4234214	10/30/2012
Noble Systems Corporation	CALLTECH	U.S.	4,716,012	April 7, 2015

**5) Amendment Number Four – April 23, 2020**

<b>Grantor</b>	<b>Title/Mark</b>	<b>Country</b>	<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>
Noble Systems Corporation	TDI	U.S.	77461136	4/29/2008
Noble Systems Corporation	NOBLE SYSTEMS	U.S.	4225480	10/16/2012
Noble Systems Corporation	COMPLIANCE APPLIANCE	U.S.	4953273	5/3/2016
Noble Systems Corporation	SMARTACCEPT	U.S.	5046985	9/20/2016
Noble Systems Corporation	NOBLE	U.S.	5007983	7/26/2016
Noble Systems Corporation	SNUG	U.S.	5008067	7/26/2016
Noble Systems Corporation	SNUG	U.S.	5008069	7/26/2016
Noble Systems Corporation	THE WORLD'S SMARTEST CALL CENTER SOFTWARE	U.S.	5177570	4/4/2017
Noble Systems Corporation	THE WORLD'S SMARTEST CALL CENTER SOFTWARE COMPANY	U.S.	5177571	4/4/2017
Noble Systems Corporation	SMARTRECOVER	U.S.	5056315	10/4/2016



Noble Systems Corporation	INBOUND 100	U.S.	5177854	4/4/2017
Noble Systems Corporation	SMARTADHERENCE	U.S.	5501700	6/26/2018
Noble Systems Corporation	SMARTENGAGE	U.S.	5613377	11/20/2018
Noble Systems Corporation	AGENT GAMIFICATION	U.S.	5704870	3/19/2019
Noble Systems Corporation	VINCIO	U.S.	5580960	10/9/2018
Noble Systems Corporation	COMPOSER	U.S.	5854908	9/10/2019
Noble Systems Corporation	DECISION AI	U.S.	88489407	6/26/2019
Noble Systems Corporation	NOBLE IQ	U.S.	88489412	6/26/2019
Noble Systems Corporation	NOBLE SYSTEMS	U.S.	88495729	7/1/2019
Noble Systems Corporation	NOBLE	U.S.	88495735	7/1/2019
Noble Systems Corporation	CONTACT AI	U.S.	88505196	7/9/2019
Noble Systems Corporation	NOBLE SYSTEMS CUSTOMER CONTACT TECHNOLOGIES	U.S.	88564478	8/2/2019
Noble Systems Corporation	NOBLE SYSTEMS	U.S.	88564493	8/2/2019
Noble Systems Corporation	NOBLE SYSTEMS	U.S.	88564551	8/2/2019
Noble Systems Corporation	NOBLE SYSTEMS GAMIFICATION	U.S.	88639457	10/2/2019