# OP \$40,00 3428253

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM318869
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VENTURE LENDING & LEASING IV, INC.		10/02/2014	CORPORATION: MARYLAND
VENTURE LENDING & LEASING V, INC.		10/02/2014	CORPORATION: MARYLAND

### **RECEIVING PARTY DATA**

Name:	CELLFIRE INC.		
Street Address:	2890 Zanker Road, Suite 200		
City:	ty: San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95134		
Entity Type:	CORPORATION: DELAWARE		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark		
Registration Number:	3428253	CELLFIRE		

### CORRESPONDENCE DATA

**Fax Number:** 6172359493

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:** 617-951-7196

**Email:** trademarks@ropesgray.com

Correspondent Name: Nathaniel K. Kurtis, Ropes & Gray LLP

Address Line 1:800 Boylston StreetAddress Line 2:Prudential Tower

Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	111382-0003-005 DILIGENCE	
NAME OF SUBMITTER:	Nathaniel K. Kurtis	
SIGNATURE:	/nathaniel k. kurtis/	
DATE SIGNED:	10/02/2014	

# **Total Attachments: 5**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of October 2, 2014 (the "Effective Date") by VENTURE LENDING & LEASING IV, INC. ("VLL4") and VENTURE LENDING & LEASING V, INC. ("VLL5"), both Maryland corporations (sometimes referred to herein individually or together as "Secured Party") in favor of CELLFIRE INC. ("Grantor"), a Delaware corporation.

WHEREAS, pursuant to (i) that certain Loan and Security Agreement made as of February 28, 2007 between Grantor and VLL4 (ii) that certain Loan and Security Agreement made as of February 28, 2007 between Grantor and VLL5, as such agreements may from time to time be amended, restated, supplemented or otherwise modified (individually and together, the "Loan Agreement"), and (iii) that certain Intellectual Property Security Agreement made as of February 28, 2007 by and between Grantor, VLL4 and VLL5, as such agreement may from time to time be amended, restated, supplemented or otherwise modified (the "Security Agreement"), which Security Agreement was recorded with the United States Patent and Trademark Office on April 24, 2007 on reel/frame 3532/0433, Grantor granted a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the Intellectual Property, then owned or thereafter acquired by Grantor or in which Grantor then or thereafter acquires any interest, including without limitation the Trademarks listed on Schedule A attached hereto (the "Released Trademarks"). Each capitalized term used herein without definition shall have the meaning ascribed to such term in the Security Agreement.

WHEREAS, pursuant to the terms and conditions of that certain payoff letter dated October 1, 2014 provided to Grantor from VLL4, VLL5 and VENTURE LENDING & LEASING VI, INC., the Secured Party agreed to terminate, satisfy and release its security interest and mortgage in the Released Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby terminates, cancels, repledges, reassigns and releases, without representation, recourse or warranty whatsoever, any and all collateral pledge, grant, assignment, mortgage, lien on and security interests it has in and to the Released Trademarks.

If and to the extent the Secured Party has acquired any right, title or interest in or to any of the Released Trademarks, it hereby assigns and transfers, without representation, recourse or warranty whatsoever, such rights, title or interest to the Released Trademarks.

The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Released Trademarks. The Secured Party hereby authorizes Grantor to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of any security interest of the Secured Party in the Released Trademarks, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

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The Secured Party shall take all further actions, and provide to Grantor and each of its respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

This Release may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Page Follows]

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

VENTURE LEMPING & LEASING IV, INC., as a Secured Party

By:
Name: David Wanek
Title: Vice President

VENTURE LEMPING & LEASING V, INC., as a Secured Party

By:

Name: David Wanek Title: Vice President

[Signature Page to Release of Security Interests in Trademarks]

Grantor:

CELLFIRE,INC.

[Signature Page to Release of Security Interests in Trademarks]

# SCHEDULE A

Trademark:	Serial Number:	Reg Number:	Reg Date:	Country:
CELLFIRE	77620982	3663095	August 4, 2009	United
				States of
				America
CELLFIRE	78704651	3428253	May 13, 2008	United
				States of
				America
CF and Design	77620943	3663093	August 4, 2009	United
				States of
				America
CF and Design	77620947	3663094	August 4, 2009	United
				States of
				America

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**RECORDED: 10/02/2014**