

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385850

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of security interest recorded at Reel/Frame 4966/0872		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bridge Bank, National Association		09/11/2014	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Visible Technologies, Inc.		
<b>Street Address:</b>	3535 Factoria Blvd. SE 650		
<b>City:</b>	Bellevue		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98006		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77752346	TRUREPUTATION	
<b>Serial Number:</b>	85089595	VISIBLE INTELLIGENCE	
<b>Serial Number:</b>	85152929	VISIBLE	
<b>Serial Number:</b>	85152939	VISIBLE TECHNOLOGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>			
<b>Phone:</b>	3128628738		
<b>Email:</b>	michelle.nowicki@kirkland.com		
<b>Correspondent Name:</b>	Michelle Nowicki		
<b>Address Line 1:</b>	300 N. LaSalle Street		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	24473-2 MN		
<b>NAME OF SUBMITTER:</b>	Michelle Nowicki		
<b>SIGNATURE:</b>	/Michelle Nowicki/		
<b>DATE SIGNED:</b>	05/27/2016		
<b>Total Attachments: 2</b>			

CH \$115.00 77752346

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55 Almaden Blvd  
San Jose, CA 95113

September 11, 2014

Visible Technologies, Inc.  
3535 Factoria Blvd. SE 650  
Bellevue, WA 98006

Loan Number: 20882-3  
Borrower: Visible Technologies, Inc.

Reference is made to the Loan and Security Agreement between Borrower and Bridge Bank, National Association ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and the other Loan Documents and has requested that Bank provide Borrower with pay-off amounts for the Obligations owing by Borrower to Bank under the Loan Documents. The pay-off amounts for Borrower as of **September 11, 2014** (the "Determination Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Determination Date that must be repaid by Borrower, the "Pay-Off Amount"):

Principal:	\$565,493.00
Interest to: <u>9/11/14</u>	\$2,136.31
Credit Card/s balances as of <u>9/9/14</u>	\$34,972.67
Prepayment Fee:	\$0.00
Demand Fee:	\$0.00
Reconveyance Fee (if applicable)	\$0.00
Legal Fee	\$8,139.50
UCC Termination Fee (2)	<u>\$66.00</u>
<b>Total</b>	<b>\$610,807.48</b>

The per diem accrual of interest on the unpaid principal amount of the Credit Extensions is: **\$66.76**

From and after the Determination Date and until the Repayment Date (as defined below), interest shall continue to accrue on the unpaid principal amount of the Credit Extensions at the rate set forth in the Loan Agreement. Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount; provided however that the figures above are only effective for thirty (30) days from the date of this letter. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes no additional Credit Extensions under the Loan Agreement and this letter agreement confirms that Borrower has waived the right to seek any such additional Credit Extensions, and Bank shall not make, any further Credit Extensions under the Loan Documents to or for the benefit of Borrower. The foregoing amount is also subject to clearance of any checks in transit.

The Pay-Off Amount should be wire-transferred to Bank as follows:

Bridge Bank, National Association  
55 Almaden Boulevard, Suite 100  
San Jose, CA 95113  
ABA Routing No. 121 143 260  
Account No. 1011807890  
Reference: Visible Technologies, Inc. payoff

Upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Repayment Date"), without further action on the part of the parties hereto (i) all indebtedness owing from Borrower to Bank under the Loan Documents shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) all security interests and other liens of every type at any time granted to or held by Bank as security shall be terminated, and (iv) all other obligations of Borrower under the Loan Documents shall be deemed terminated; provided, however, those that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall survive; and provided, further, that to the extent that any payments or proceeds (or any portion thereof) received by Bank shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by Bank, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, the Obligations or part thereof which were intended to be satisfied shall be revived and continue to be in full force and effect, as if the payment or proceeds had never been received by Bank, and this letter shall in no way impair the claims of Bank with respect to the revived Obligations.

No later than thirty (30) Calendar Days after the Repayment Date, (i) Bank shall file, at Borrower's sole cost and expense, UCC-3 Termination Statements to terminate all UCC Financing Statements in Bank's favor with respect to Borrower; and (ii) Bank shall deliver to Borrower any other documents necessary to release or terminate any lien with respect to Borrower's assets. All such agreements, documents, and instruments which are requested by Borrower to be delivered by Bank on or after the Repayment Date shall be prepared at Borrower's expense and any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees) shall be reimbursed promptly by Borrower on demand. Borrower hereby waives any and all claims and releases Bank and its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and representatives and agents harmless from all claims, liabilities, damages, fees, costs and expenses associated with, caused by, or arising from Bank's preparation of any the aforementioned documents.

This letter agreement shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

BRIDGE BANK, NATIONAL ASSOCIATION

Joel Gragg on behalf of


Digitally signed by Joel Gragg on behalf of  
DN: cn=Joel Gragg on behalf of, o=, email=jgragg@gmail.com, c=US  
Date: 2016.05.27 12:02:33 -0700

Randall Lee

Relationship Manager

Acknowledged by:

Visible Technologies, Inc.



By: Richard A Pashmark

Title: CEO