

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Venture Lending & Leasing VI, Inc.		06/14/2016	Corporation: MARYLAND
Venture Lending & Leasing VII, Inc.		06/14/2016	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	True & Co.		
Street Address:	576 Natoma Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85530144	TRUE TRUE & CO	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2128138800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Janis Nici		
SIGNATURE:	/janis nici/		
DATE SIGNED:	06/14/2016		
Total Attachments: 8			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL
PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is dated as of June 14, 2016 (the "Release Date") by Venture Lending & Leasing VI, Inc., as a secured party ("VLL VI") and Venture Lending & Leasing VII, Inc. as a secured party ("VLL VII") and collectively with VLL VI, the "Secured Party"), for the benefit of TRUE & CO. (the "Grantor").

WHEREAS, the Grantor has entered into that certain Loan and Security Agreement, dated as of November 16, 2012, with VLL VI (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "2012 Loan Agreement");

WHEREAS, the Grantor has entered into that certain Loan and Security Agreement, dated as of June 10, 2014, with VLL VI and VLL VII (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "2014 Loan Agreement" and together with the 2012 Loan Agreement, the "Loan Agreements");

WHEREAS, in connection with the 2012 Loan Agreement, the Grantor has entered into that certain Intellectual Property Security Agreement, dated as of November 16, 2012 with VLL VI (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "2012 IP Security Agreement") and in connection with the 2014 Loan Agreement, the Grantor has entered into that certain Intellectual Property Security Agreement, dated as of June 10, 2014, with VLL VI and VLL VIII (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "2014 IP Security Agreement" and together with the 2012 IP Security Agreement, the "IP Security Agreements"), pursuant to which the Grantor granted to the Secured Party security interests in:

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A of the IP Security Agreement(collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such

applications, including without limitation the patents and patent applications set forth on Exhibit B of the IP Security Agreement (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C of the IP Security Agreement (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

WHEREAS, the Secured Party has recorded with the United States Patent & Trademark Office (the "USPTO") notices of security interests in the Patents and Trademarks; and

WHEREAS, the Grantor has paid all outstanding amounts currently owing under the 2012 Loan Agreement and the 2014 Loan Agreement and the other financing documents executed in connection therewith and have requested that the Secured Party release its security interest in the Copyrights, Patents and Trademarks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests and liens in the Copyrights, Patents and Trademarks granted by the Grantor, and agrees and acknowledges that all of the rights and interests of the Secured Party to the Copyrights, Patents and Trademarks are hereby terminated and released.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Grantor with the USPTO or Library of Congress, Copyright Office, as applicable.

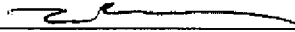
3. Further Actions. The Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to such Grantor and the cost and expense of such documents and actions shall be borne solely by sole Grantor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreements and/or the IP Security Agreements, as applicable.

[Signature page follows]


IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

VENTURE LENDING & LEASING VI, INC.

By: 
Name: Maurice Werdegar
Title: President and CEO

Address:
104 La Mesa Dr., Suite 102
Portola Valley, CA 94028

VENTURE LENDING & LEASING VII, INC.

By: 
Name: Maurice Werdegar
Title: President and CEO

Address:
104 La Mesa Dr., Suite 102
Portola Valley, CA 94028

EXHIBIT A-1

Registered Copyrights

None.

EXHIBIT A-2

Unregistered Copyrights

TRUEANDCO.COM

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
"TRUE TRUE & CO." (Stylized)	85530144	Filed January 31, 2012