

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		01/26/2015	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	VOLUSION, INC.		
Street Address:	1835A KRAMER LANE, SUITE 100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4918385	MOZU	
Registration Number:	4851615	MOZU	
Registration Number:	4909137	MOZU	
Serial Number:	85924966	M	
Registration Number:	4018530	VOLUSION	
Registration Number:	3268249	V VOLUSION	
CORRESPONDENCE DATA			
Fax Number:	5123225201		
<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:	512-322-5200		
Email:	rmccurry@pirkeybarber.com, ckindel@pirkeybarber.com, knelson@pirkeybarber.com, tmcentral@pirkeybarber.com		
Correspondent Name:	Rebecca Younger		
Address Line 1:	600 Congress Avenue, Suite 2120		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Rebecca Younger		
SIGNATURE:	/Rebecca Younger/		
DATE SIGNED:	11/09/2016		

OP \$165.00 4918385

Total Attachments: 3

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Silicon Valley Bank

January 26, 2015

Volusion, inc
1835-A Kramer Lane
Unit 100
Austin TX 78758

Attn: Clay Oliver

Re: Pay-Off Letter

Dear Clay,

We refer to the Loan and Security Agreement dated as of 12-30-2013 (the "LSA") as well the Subordinated Loan and Security Agreement dated as of 12-30-2013 (the "SLSA", and the LSA and the SLSA, as the same may from time to time have been amended, restated, or otherwise modified, are referred to herein each as a "Loan Agreement" and collectively as the "Loan Agreements") by and between Volusion Inc ("Borrower") and Silicon Valley Bank ("Bank"), Capitalized terms used but not otherwise defined herein shall have the meanings given them in the applicable Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreements and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of 01-26-2015 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

Table with 2 columns: Description and Amount. Rows include Principal Recurring Revenue (LSA), Principal Term 1100315019 (SLSA), Principal Term 1100324838 (SLSA), Recurring Revenue Interest (LSA), Term 1100315019 Interest (SLSA), Term 1100324838 Interest (SLSA), Recurring Revenue ULF (LSA), Prepayment Fee (SLSA), Final Payment Fee (SLSA), Statement Fee, Legal Expenses, and Total Amount Owning.

From and after the Computation Date and until 12:00 pm Pacific time on the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the applicable Loan Agreement. The per diem accrual of interest on the unpaid principal amount is... 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. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no additional credit extensions under the Loan

Agreements, and (2) that collections received by Bank in the normal course of business from the account debtors of the Borrower are cleared by their respective banks. Borrower agrees to indemnify Bank for any and all checks or drafts returned to Bank by its banks as having been dishonored, for whatever reason. Promptly following receipt by Bank of any dishonored checks or drafts, regarding the Borrower, Bank will forward copies of the same to Borrower, and Borrower will, within five (5) business days, make payment of the amount of said checks to Bank.

This Pay-Off Letter confirms that Borrower has waived the right to seek any additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreements to or for the benefit of Borrower.

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

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA Routing No. 121102900
Account No
Reference: VOLUSION, INC.- FINAL PAYOFF

Effective immediately 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 "Pay-Off Date"; should Bank receive payment of the Pay-Off Amount in the form of a check made payable to Bank, the Pay-Off Date shall be the date that is ten (10) Business Days following Bank's receipt of such check), without further action on the part of the parties hereto (i) all indebtedness and payment obligations of Borrower to Bank under the Loan Agreements and any other related loan and collateral security documents that may have been issued by Borrower to Bank in connection with the transaction evidenced by the Loan Agreements (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any Bank Services Agreement (as defined below) or any warrant executed by Borrower in favor of Bank and subsequently assigned to SVB Financial Group) 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 Agreements shall be terminated; (iii) except as otherwise provided below, all security interests and other liens of every type at any time granted to or held by Bank as security for such indebtedness and other obligations shall be terminated and automatically released without further action by Bank; (iv) all guaranties supporting the Loan Agreements shall be released without further action by Bank; and (v) all other obligations of Borrower under the Loan Documents shall be deemed terminated; provided, however, those obligations, liabilities, covenants, and terms 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 Agreements, shall continue to survive notwithstanding this termination.

Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to file any UCC-3 Termination Statements or other documents necessary to evidence the release of Bank's security interests in any of Borrower's property or assets and in any third party and any of such third party's property or assets that guaranteed the Obligations or provided collateral security therefor. Within three (3) business days following the Pay-Off Date, Bank shall (i) if required by any third party or requested by Borrower, deliver to such third party such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock in Bank's possession to the pledgor; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand. From and after the Pay-Off Date, Bank further agrees to procure, deliver, or execute and deliver to Borrower, from time to

time, all further releases, termination statements, certificates, instruments, and documents, each in form and substance satisfactory to Borrower, and take any other actions, as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including all reasonable attorneys' fees and expenses).

Notwithstanding the foregoing, Bank has issued for the account of Borrower (a) a letter of credit in the amount of _____ and (b) a letter of credit in the amount of _____ (collectively, the "Letters of Credit"). The Letters of Credit are secured by cash on deposit with Bank in account numbers _____ and _____ the "Letter of Credit Collateral". In addition, Bank provides Automated Clearing House ("ACH") services to Borrower in an amount of up to _____. These services are secured by cash on deposit with Bank in account _____.

Nothing herein shall terminate Bank's security interest in and to the Letter of Credit and ACH Collateral, and Bank shall not be required to deliver to Borrower termination notices relating to any deposit or securities account control agreements with respect to account numbers _____ and _____ or other notices terminating Bank's security interest in and to the Letter of Credit and ACH Collateral. This Pay-Off Letter may be executed and delivered in multiple counterparts and by facsimile or electronic mail signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

This Pay-Off Letter 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.

Very truly yours,

SILICON VALLEY BANK

By: Jennifer Bentley
Name: Jennifer Bentley
Title: VP

Acknowledged by:

VOLUSION, INC.

By: [Signature]
Name: [Signature]
Title: [Signature]
Date: 1.26.15

SVB ACCOUNT OFFICER - RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

GLS COLLATERAL - RECEIVED _____