

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		02/25/2015	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SIMPLETUITION, INC.		
Street Address:	268 Summer Street, Suite 502		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4201944	SMARTERBUCKS	
Registration Number:	4158728	SMARTERBANK	
CORRESPONDENCE DATA			
Fax Number:	6179518000		
<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:	6179518000		
Email:	jennifer.kagan@morganlewis.com		
Correspondent Name:	Jennifer Kagan, Paralegal		
Address Line 1:	One Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	108234-0001		
NAME OF SUBMITTER:	Jennifer Kagan, Paralegal		
SIGNATURE:	/jenniferkagan/		
DATE SIGNED:	11/22/2016		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF GRANT OF SECURITY INTERESTS
IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF GRANT OF SECURITY INTERESTS IN TRADEMARK RIGHTS (this "Termination and Release"), is dated as of February 25, 2015 and made by **SILICON VALLEY BANK**, a California corporation, located at 3003 Tasman Drive, Santa Clara, California 95054 ("Grantee") to **SIMPLETUITION, INC.**, a Delaware corporation ("Grantor"), located at 268 Summer Street, Suite 502, Boston, Massachusetts 02210.

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of August 3, 2012, made by Grantor in favor of Grantee (the "First IP Security Agreement"), a security interest was granted by the Grantor to Grantee in certain collateral, including the Trademarks (as hereinafter defined);

WHEREAS, the First IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 3, 2012, at Reel 4835 and Frame 0869;

WHEREAS, pursuant to that certain Amended and Restated Intellectual Property Security Agreement dated as of June 4, 2014, made by Grantor in favor of Grantee (the "Amended and Restated IP Security Agreement"), a security interest was granted by the Grantor to Grantee (through Grantee's loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466) in certain collateral, including the Trademarks (as hereinafter defined);

WHEREAS, the Amended and Restated IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 5, 2014, at Reel 5296 and Frame 0624; and

WHEREAS, Grantee now desires to terminate and release the First IP Security Agreement and the Amended and Restated IP Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Grantee hereby states as follows:

1. Definitions. The term "Trademarks," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto, together with, among other things, the goodwill of the business symbolized by such trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof.

2. Release of Security Interest. Grantee hereby terminates the First IP Security Agreement and the Amended and Restated IP Security Agreement and terminates, releases and

discharges its continuing security interest in the Trademarks and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Trademarks.


3. Representations and Warranties. The Grantee represents and warrants that: (i) it has the full power and authority to execute this Termination and Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the First IP Security Agreement or the Amended and Restated IP Security Agreement.

4. Further Assurances. The Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the First IP Security Agreement and the Amended and Restated IP Security Agreement contemplated hereby.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

SILICON VALLEY BANK,
a California Corporation

By: 
Name: Chris Menden
Title: VP

Schedule A

U.S. Trademark Registrations

Trademark	Country	Registration No. /(Serial No.)
SMARTERBUCKS	US	4201944
SMARTERBANK	US	4158728

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