

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Ventures, L.L.C., as Agent		01/26/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Nextbit Systems Inc.		
Street Address:	290 King Street, Suite 9		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4739959	NEXTBIT	
Registration Number:	4740866		
Registration Number:	4514299	BATON	
Serial Number:	86741291	NEXTBIT	
Serial Number:	86722957	ROBIN	
Serial Number:	86327610	APPCAST	
Serial Number:	86723127		
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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:	650-461-6125		
Email:	qlu@wsgr.com		
Correspondent Name:	WSGR, c/o Qui Lu, Senior Paralegal		
Address Line 1:	650 Page Mill Road		
Address Line 2:	FH2-1 P12		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	30897.079		
NAME OF SUBMITTER:	Qui Lu		

CH \$190.00 4739959

SIGNATURE:	/Qui Lu/
DATE SIGNED:	01/27/2017
Total Attachments: 10 source=Nextbit - Release of Trademark and Patent Security Interest (Fully Executed)#page1.tif source=Nextbit - Release of Trademark and Patent Security Interest (Fully Executed)#page2.tif source=Nextbit - Release of Trademark and Patent Security Interest (Fully Executed)#page3.tif source=Nextbit - Release of Trademark and Patent Security Interest (Fully Executed)#page4.tif source=Nextbit - Release of Trademark and Patent Security Interest (Fully Executed)#page5.tif source=Nextbit - Release of Trademark and Patent Security Interest (Fully Executed)#page6.tif source=Nextbit - Release of Trademark and Patent Security Interest (Fully Executed)#page7.tif source=Nextbit - Release of Trademark and Patent Security Interest (Fully Executed)#page8.tif source=Nextbit - Release of Trademark and Patent Security Interest (Fully Executed)#page9.tif source=Nextbit - Release of Trademark and Patent Security Interest (Fully Executed)#page10.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS (“**Release**”) is made and effective as of January 26, 2017 (the “**Effective Date**”) and granted by Pinnacle Ventures, L.L.C., as agent (the “**Agent**”) for the lenders under the Loan Agreement referred to below (the “**Secured Parties**”), in favor of Nextbit Systems Inc., a Delaware corporation (the “**Grantor**”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of December 1, 2015 (the “**Loan Agreement**”) among the Grantor, the Agent and the lenders party thereto, the Grantor executed and delivered to the Agent (i) that certain Grant of Security Interest – Trademarks, by the Grantor in favor of the Agent dated as of December 1, 2015 (the “**Security Agreement (Trademarks)**”) and (ii) that certain Grant of Security Interest – Patents, by the Grantor in favor of the Agent, dated as of December 1, 2015 (the “**Security Agreement (Patents)**”) and, together with the Security Agreement (Trademarks), the “**IP Security Agreements**”);

WHEREAS, pursuant to the IP Security Agreements, the Grantor pledged and granted to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the Security Agreement (Trademarks) was recorded with the United States Patent and Trademark Office at Reel 5679, Frame 0093 on December 1, 2015; and the Security Agreement (Patents) was recorded with the United States Patent and Trademark Office at Reel 037184, Frame 0762 on December 1, 2015; and

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Agent and the Secured Parties may have in the IP Collateral pursuant to the IP Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby states as follows:

1. Release of Security Interest. The Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the IP Security Agreements and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**IP Collateral**”):

- (a) the Trademarks (as defined in the Security Agreement (Trademarks)), as more fully described in Schedule 1-A and Schedule 1-B, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and any and all causes of action which may exist by reason of infringement thereof arising from the use or ownership of the Trademarks on and following the Effective Date; and
- (b) the Patents (as defined in the Security Agreement (Patents)), as more fully described in Schedule 2-A and Schedule 2-B, together with any reissue, continuation, continuation-in-part or extension thereof, and any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents arising from the use or ownership of the Patents on and following the Effective Date.

2. Governing Law. THIS RELEASE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

3. Submission to Jurisdiction. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY PARTY ARISING OUT OF OR RELATING HERETO MAY BE BROUGHT IN THE STATE AND FEDERAL COURTS LOCATED IN THE NORTHERN DISTRICT OF CALIFORNIA. EACH OF THE PARTIES TO THIS

RELEASE IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA LOCATED IN THE NORTHERN DISTRICT OF CALIFORNIA FOR THE PURPOSE OF ANY SUCH ACTION OR PROCEEDING SET FORTH ABOVE AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH ACTION OR PROCEEDING. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY HAVE OR HEREAFTER MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Pinnacle Ventures, L.L.C.,
as the Agent

By: Robert N. Savoie

Name: Robert N. Savoie

Title: Chief Operating Officer

[Signature Page to Release of Trademark and Patent Security Interest]

TRADEMARK
REEL: 005975 FRAME: 0752

SCHEDULE 1-A
TRADEMARKS

Trademark Description	Jurisdiction	APP No.	REG No.
<i>NEXTBIT</i>	AUSTRALIA	1618653	1618653
<i>NEXTBIT</i>	CANADA	1672201	1672201
<i>NEXTBIT</i>	EU	12782041	12782041
<i>NEXTBIT</i>	JP	2014-028482	5686839
<i>NEXTBIT</i>	US	86101679	4739959
<i>SHEEP LOGO</i>	AUSTRALIA	1618645	1618645
<i>SHEEP LOGO</i>	CANADA	1672201	1660982
<i>SHEEP LOGO</i>	EU	12782157	12782157
<i>SHEEP LOGO</i>	JP	2014-028481	5686838
<i>SHEEP LOGO</i>	US	86333457	4740866
<i>BATON</i>	US	86057985	4514299

SCHEDULE 1-B
TRADEMARK APPLICATIONS

Trademark Description	Jurisdiction	APP No.
<i>NEXTBIT</i>	US	86741291
<i>NEXTBIT</i>	INDIA	2858683
<i>SHEEP LOGO</i>	INDIA	2858684
<i>ROBIN</i>	US	86722957
APPCAST	US	86327610
<i>CLOUD LOGO</i>	US	86723127
<i>BATON</i>	INDIA	2858682

SCHEDULE 2-A**PATENTS**

Patent Application #	Patent #	Jurisdiction
14/160,351	8,725,800	US
14/155,067	8,732,355	US
14/159,934	8,745,261	US
14/167,834	8,747,232	US
14/171,679	8,762,456	US
14/167,952	8,762,491	US
14/158,715	8,764,555	US
14/173,680	8,775,449	US
14/197,121	8,793,397	US
14/275,346	8,805,790	US
14/157,310	8,806,478	US
14/179,709	8,840,461	US
14/252,720	8,844,012	US
14/300,104	8,874,700	US
14/173,750	8,875,127	US
14/160,444	8,892,693	US
14/179,744	8,951,127	US
14/275,475	8,954,394	US
14/252,674	8,954,611	US
14/167,939	8,977,723	US
14/273,451	9,002,829	US
14/252,555	9,002,992	US
14/267,278	9,021,120	US

Patent Application #	Patent #	Jurisdiction
14/267,748	9,026,665	US
14/158,724	9,038,060	US
14/252,704	9,047,321	US
14/293,171	9,061,210	US
14/252,616	9,065,829	US
14/267,823	9,095,779	US
14/479,140	9,112,885	US
14/199,909	9,122,491	US
14/268,419	9,124,591	US
14/220,984	9,146,716	US
13/772,163	9,106,721	US

SCHEDULE 2-B
PATENT APPLICATIONS

Patent Application #	Patent #	Jurisdiction
62/067,532	-	US
62/067,380	-	US
62/027,245	-	US
62/027,136	-	US
61/866,475	-	US
61/804,134	-	US
61/708,794	-	US
29/538,057	-	US
29/486,440	-	US
29/486,434	-	US
29/486,424	-	US
14/840,636	-	US
14/840,611	-	US
14/836,032	-	US
14/835,993	-	US
14/835,981	-	US
14/835,974	-	US
14/804,696	-	US
14/674,048	-	US
14/479,087	-	US
14/271,738	-	US
14/251,463	-	US
14/248,219	-	US

Patent Application #	Patent #	Jurisdiction
14/228,190	-	US
14/222,533	-	US
14/222,374	-	US
14/222,337	-	US
14/222,221	-	US
14/221,706	-	US
14/221,189	-	US
14/221,174	-	US
14/221,161	-	US
14/221,095	-	US
14/220,803	-	US
14/218,765	-	US
14/199,939	-	US
14/180,021	-	US
14/179,778	-	US
14/158,733	-	US
14/158,682	-	US
14/157,260	-	US
14/157,197	-	US
14/044,605	-	US
14/044,498	-	US
14/044,049	-	US
14/044,046	-	US
14/043,693	-	US
14/043,438	-	US
14/043,126	-	US

Patent Application #	Patent #	Jurisdiction
14/043,082	-	US
14/043,034	-	US
14/042,567	-	US
14/042,509	-	US
14/042,508	-	US
14/042,507	-	US
14/042,452	-	US
14/042,398	-	US
13/865,515	-	US
PCT/US14/31489	-	US
PCT/US14/31488	-	US
PCT/US14/31377	-	US
PCT/US14/31376	-	US
PCT/US14/31375	-	US
PCT/US13/63003	-	US
PCT/US13/62995	-	US
PCT/US13/62986	-	US
PCT/US13/62737	-	US
PCT/US13/62733	-	US