

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VENTURE LENDING & LEASING VI, INC.		11/30/2016	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Weddington Way, Inc.		
Street Address:	560 Sutter Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4555114	WEDDINGTON WAY	
CORRESPONDENCE DATA			
Fax Number:	2128135901		
<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:	2128135900		
Email:	assignments@fzlj.com		
Correspondent Name:	ALLISON STRICKLAND RICKETTS		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	4 TIMES SQUARE, 17TH FLOOR		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	GAPL 1703419		
NAME OF SUBMITTER:	Anca Nicolescu		
SIGNATURE:	/anca nicolescu/		
DATE SIGNED:	04/27/2017		
Total Attachments: 4			
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**VENTURE LENDING & LEASING VI, INC.
VENTURE LENDING & LEASING VII, INC.**

104 La Mesa Drive, Suite 102
Portola Valley, CA 94028

November 30, 2016

Weddington Way, Inc.
560 Sutter Street
San Francisco, CA 94102

Ladies and Gentlemen:

We understand that Weddington Way, Inc. ("**Borrower**") intends to repay in full all outstanding Obligations under (i) that certain Loan and Security Agreement, dated as of December 28, 2012 (as the same has been amended, restated, supplemented and modified from time to time, the "**2012 Loan Agreement**"), among Borrower, Venture Lending & Leasing VI, Inc. ("**VLL6**") and Venture Lending & Leasing VII, Inc. ("**VLL7**") and (ii) that certain Loan and Security Agreement, dated as of December 10, 2014 (as the same has been amended, restated, supplemented and modified from time to time, the "**2014 Loan Agreement**" and sometimes being referred to hereinafter with the 2012 Loan Agreement, individually, as a "**Loan Agreement**" and collectively, as the "**Loan Agreements**"), between Borrower and VLL7. VLL6 and VLL7 each are sometimes being referred to herein individually, as a "**Lender**" and collectively, as "**Lenders**". All capitalized terms used herein and not otherwise defined shall have the same meanings herein as in the Loan Agreements.

In connection therewith, Lenders and Borrower hereby acknowledge and agree that, effective immediately upon each Lender's confirmation of its receipt of the amounts set forth in Schedule A and Schedule B (the "**Schedules**") annexed hereto (the "**Pay-Off Amounts**") in the accounts set forth in the Schedules and no later than the time and date set forth on such Schedules (the "**Pay-Off Time**") (each Lender's receipt of the Pay-Off Amounts by the Pay-Off Time being referred to herein as the "**Pay-Off**");

(1) all of Borrower's outstanding debts, liabilities and obligations to each Lender under the Loan Agreement to which such Lender is a party and any other related loan and collateral security documents that may have been executed by Borrower in connection with the transactions contemplated by the applicable Loan Agreement (collectively, the "**Loan Documents**"; provided, however, "**Loan Documents**" shall not include any warrant instruments issued by Borrower to either Lender's parent company and any other equity securities or convertible debt securities of Borrower acquired by either Lender's parent company) have been satisfied in full and all Persons obligated therefor, whether by guaranty or otherwise, have been released from all liability therefor and Borrower has been released and discharged from any and all obligations, covenants and agreements under the Loan Documents without further action from any Person;

(2) the Commitment to make Loans under each Loan Agreement, to the extent not previously expired, shall hereby be terminated and be of no further force or effect, each Lender shall hereby be released from any and all obligations, covenants and agreements under the Loan Documents to which such Lender is a party, and such Lender shall not have any further obligation to make any Loans under the Loan Agreement to which such Lender is a party;

(3) all Liens of any kind, nature, or description, whenever and however arising, which Lenders may have on any of the assets and property, real or personal, tangible or intangible, of Borrower; and any of its Subsidiaries granted in favor of Lenders, including Liens created by, arising under, or granted to Lenders pursuant to the applicable Loan Documents, shall hereby terminate and be satisfied and released;

(4) all Collateral pledged under the Loan Documents (including stock certificates, related stock powers, promissory notes, instruments and chattel paper) that remains in the possession of Lenders shall be returned to Borrower; and

(5) Borrower or its agent shall hereby be authorized to file such necessary and appropriate UCC termination statements and such other releases, discharges and instruments necessary or appropriate to effect such release, and to record release of liens in patents, trademarks and copyrights for filing in the applicable filing and recording offices.

Effective on and after the Pay-Off, (a) if we are in or come into possession of any property of Borrower or any of its Subsidiaries or of any proceeds thereof on account of the Obligations, then we shall, in the form received, promptly deliver such property and proceeds to Borrower or as Borrower shall direct in writing; provided that we shall be permitted to deduct any reasonable out-of-pocket expenses in connection therewith, and (b) we shall execute and deliver to you, at your expense, such additional necessary and appropriate UCC termination statements and other release documents, discharges or instruments as you may prepare and reasonably request to effect a complete release of all Collateral.

This letter may not be amended, modified or waived except in a writing signed by the party against whom enforcement of such amendment, modification or waiver is sought. This letter sets forth the entire agreement among the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto.

This letter shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of California, without regard to conflict of laws principles. This letter may be executed in any number of counterparts and the signature pages from such counterparts may be attached to a single copy hereof and such assembled copy shall be considered an original.

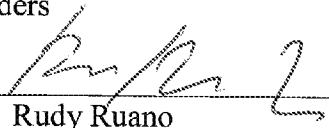
Notwithstanding anything to the contrary set forth in this letter: (i) those obligations, liabilities, covenants and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreements, shall continue to survive notwithstanding anything to the contrary set forth herein; and (ii) nothing set forth herein shall affect or be deemed to affect those obligations, liabilities, covenants and terms set forth in (a) any warrant instruments issued to either Lender's parent company or set forth in any other equity securities or convertible debt securities of Borrower acquired by either Lender's parent company and (b) the Loan Documents in respect of fees and payments that are due and payable in connection with a liquidation event of Borrower (howsoever defined) (clauses (i) and (ii), collectively, the "**Obligations**"). Lender acknowledges and agrees that Borrower's Obligations shall solely be the responsibility of the Borrower and will not be the responsibility of The Gap, Inc. or any of its affiliates or representatives.

Signature Page Follows

By its execution hereof below, Borrower has indicated its consent to all of the foregoing.

Very truly yours,

**Venture Lending & Leasing VI, Inc.,
Venture Lending & Leasing VII, Inc.,**
as Lenders

By: 
Name: Rudy Ruano
Title: Investment Partner

Weddington Way, Inc.
as Borrower

By: _____
Name:
Title: