

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		04/07/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NEEDLE, INC.		
Street Address:	14864 PONY EXPRESS RD		
City:	BLUFFDALE		
State/Country:	UTAH		
Postal Code:	84065		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86100951	NEEDLE	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	2149326400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	AARON J. PICKELL		
Address Line 1:	2000 MCKINNEY AVE., SUITE 1400		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067509-0036		
NAME OF SUBMITTER:	Stephanie Hernandez		
SIGNATURE:	/Stephanie Hernandez/		
DATE SIGNED:	08/29/2017		
Total Attachments: 2			
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OP \$40.00 86100951



Silicon Valley Bank

April 7, 2017

Needle Inc
14864 Pony Express Road
Bluffdale UT 84065
Attn: Morgan Lynch

Re: Termination Letter

We refer to the Loan and Security Agreement dated as of March 28, 2013 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between Needle Inc ("Borrower") and Silicon Valley Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that Borrower (a) would like to terminate the Loan Agreement, and (b) 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 Agreement to or for the benefit of Borrower.

As of the date hereof, Bank confirms to Borrower that no amounts are due and/or owing by Borrower to Bank under the Loan Documents (as defined below) for any principal, interest, or other amounts (such amounts, collectively, the "Obligations").

Effective immediately upon the execution of this letter by Bank and Borrower (the "Effective Date"), without further action on the part of the parties hereto (i) all Obligations under the Loan Agreement 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 Agreement (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 deemed 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 Agreement 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 the Obligations shall be terminated and automatically released without further action by Bank; (iv) all guaranties supporting the Loan Agreement shall be released without further action by Bank; and (v) all other obligations of Borrower 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 Agreement, shall continue to survive notwithstanding this termination.

Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Effective Date, to prepare and 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 that secured the Obligations and in any third party and any of such third party's property or assets that guarantied the Obligations or provided collateral security therefore. Within three (3) business days following the Effective Date, Bank shall (i) if required by any third party, 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 Effective Date, Bank further agrees to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases not specified above, certificates, instruments, and documents 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).

This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This 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: [Signature]
Name: GADY JACKSON
Title: MANAGING DIRECTOR

Acknowledged by:

NEEDLE INC

By: _____
Name: _____
Title: _____

SVB ACCOUNT OFFICER - RETURN EXECUTED LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

GLS COLLATERAL - RECEIVED _____