

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		09/28/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Gravity Payments, Inc.		
Street Address:	5601 22nd Avenue NW, Suite		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98107		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4746365	GRAVITY PAYMENTS	
CORRESPONDENCE DATA			
Fax Number:	5037782200		
<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:	503.778.2127		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Parna A. Mehrbani		
Address Line 1:	601 SW Second Ave., Ste. 2100		
Address Line 4:	Portland, OREGON 97204		
NAME OF SUBMITTER:	Parna A. Mehrbani		
SIGNATURE:	/Parna A. Mehrbani/		
DATE SIGNED:	10/04/2017		
Total Attachments: 4			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of September 28, 2017, by Silicon Valley Bank (“**Releasing Party**”).

WITNESSETH:

WHEREAS, the Releasing Party and GRAVITY PAYMENTS, INC., a Washington corporation (“**Debtor**”), were parties to a Loan and Security Agreement dated as of March 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the (“**Security Agreement**”), pursuant to which Debtor granted a security interest to the Releasing Party in, and a collateral assignment to the Releasing Party of, among other things, the trademark registrations and trademark applications (and intellectual property relating to same) of Debtor, including, without limitation, the trademark registrations and trademark applications (and intellectual property relating to same) set forth on Exhibit A hereto;

WHEREAS, in connection with entering into of the Security Agreement, an Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office on March 31, 2017, at Reel 6023, Frame 0090; and

WHEREAS, Debtor has requested that the Releasing Party release its security interest in the trademark registrations and trademark applications of Debtor and reassign the same to Debtor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Releasing Party hereby releases its security interests in all of Debtor’s right, title and interest in and to all of the following (the “**Trademark Collateral**”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a “**Trademark**”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Exhibit A hereto;

(b) all Trademark licenses, including each Trademark license, if any, referred to in Exhibit A hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Exhibit A hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

2. Releasing Party hereby reassigns, grants and conveys to Debtor, without any representation, recourse or undertaking by Releasing Party, all of Releasing Party's right, title and interest in and to the Trademark Collateral.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

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IN WITNESS WHEREOF, the Releasing Party has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officers as of the day and year first above written.

SILICON VALLEY BANK



By: _____
Name: Pran K. Vaidya
Its: Vicepresident

EXHIBIT A

TRADEMARKS
OF GRAVITY PAYMENTS, INC.

Owner of Record	Trademark	Registration or Application No.	Registration or Filing Date	Status
Gravity Payments, Inc.	gravity	4,746,365	June 2, 2015	